(21,951)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1909.

No. 725.

STANDARD OIL COMPANY ET AL., APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

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a Supreme Court of the State of Ohio.

THE STATE OF OHIO ex Rel. DAVID K. WATSON, Attorney General, Relator,
against
THE STANDARD OIL COMPANY, Respondent.

Quo Warranto.

Information in Contempt.

Transcript of Record.

1 Filed March 22, 1909.
JAMES R. GRAY, *Clerk.*

2 Supreme Court of the State of Ohio.

THE STATE OF OHIO ex Rel. DAVID K. WATSON, Attorney General, Relator,
against
THE STANDARD OIL COMPANY, Respondent.

Quo Warranto.

Information in Contempt.

Transcript of Record.

3 In the Supreme Court of Ohio.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General of the State of Ohio, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Quo Warranto.

Petition.

Be it remembered at a term of the Supreme Court of the State of Ohio, begun and held at the Court Room in the City of Columbus on the 5th day of January, A. D., 1892, before the Hon. M. J. Williams, Chief Justice, Hon. W. T. Spear, Hon. J. P. Bradbury, Hon. F. J. Dickman and Hon. T. A. Minshall, Judges. Among other proceedings were had to-wit, on the 8th day of May, A. D., 1890, the following petition was filed to-wit:

4 In the Supreme Court of Ohio.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General of the State of Ohio, Plaintiff,

vs.

THE STANDARD OIL COMPANY, Defendant.

Quo Warranto.

Petition.

Now comes David K. Watson the duly elected, qualified and acting Attorney General of the State of Ohio and gives the Court to understand and be informed that on or about the 10th day of January, A. D., 1870, the defendant, The Standard Oil Company, was formed and organized as a corporation under and according to the laws of the State of Ohio. That the purpose of said defendant, as set forth in its articles of incorporation, is "the manufacture of petroleum and to deal in petroleum and its products," that at the time of said defendant's incorporation its capital stock was fixed at $1,000,000; that subsequently, to-wit, on or about the 12th day of February, A. D., 1872, defendant's capital stock was increased to the sum of $2,500,000, that afterwards, to-wit, on or about the 13th day of March, A. D., 1875, said capital stock was increased to the sum of $3,500,000, and that after its organization as aforesaid said defendant entered upon and continued generally in the pursuit of its corporate objects, with its principal place of business in the City of Cleveland of this State, until on or about the date of the agreements hereinafter complained of and set forth.

The plaintiff further avers that in violation of law and in abuse of its powers, and in the exercise of privileges and franchises not conferred upon it, defendant, on or about the 2nd day of January, A. D., 1882, together with the subscribers thereto (the defendant by and through its officers, directors and stockholders, all of whom
5 were included among said subscribers), entered into and became a party to, and carried out, and even since then has continued to observe, perform and carry out, a trust agreement, bearing said date, which if not in words and figures, is in substance and effects, as follows

"This agreement made and entered upon this 2nd day of January, A. D., 1882, by and between all the persons who shall now or may hereafter execute the same as parties thereto, witnesseth:

1. It is intended that the parties to this agreement shall embrace three classes, to-wit:

1st. All the stockholders and members of the following corporations and limited partnerships, to-wit: Acme Oil Company (New York), Acme Oil Company (Pennsylvania), Atlantic Refining Company of Phila. Bush & Co. Limited, Camden Consolidated Oil Company, Elizabethport Acid Works, Imperial Refining Company, Limited, Chase, Prat & Company, Paine, Ablett & Co. Limited, Standard

Oil Company (Ohio), Standard Oil Company (Pittsburg), Smith's Ferry Oil Trans. Co., Solar Oil Company Limited, Sone & Fleming Manufacturing Co. Limited.

Also, all the stockholders and members of such other corporations and limited partnerships as may hereafter join in this agreement at the request of the trustees herein provided for.

2nd. The following individuals to wit: W. C. Andrews, John D. Archbold, Lide K. Arter, J. A. Bostwick, Benj. Brewster, D. Bushnell, Thomas C. Bushnell, J. N. Camden, Henry L. Davis, H. M. Flagler, Mrs. H. M. Flagler, H. M. Harma and Geo. W. Chapin, D. M. Harkness, D. M. Harkness, Trustee, S. V. Harkness, John Huntington, H. A. Hutchins, Chas. F. G. Heye, O. B. Jennings, Charles Lockhart, A. M. McGregor, Wm. H. Macy, Wm. H. Macy, Jr., estate of Josiah Macy, Jr., Wm. H. Macy, Jr. executor, O. H. Payne, O. H. Payne Trustee, Chas. Pratt, Horace A. Pratt, C. M. Pratt, A. J. Pouch, John D. Rockefeller, Wm. Rockefeller, Henry H. Rogers, W. P. Thompson, J. J. Vandergrift, William T. Wardwell, Jos. L. Warden, Warden Frew & Co., Louise C. Wheaton, Julia H. York, Geo. H. Vilas, M. R. Keith, Geo. F. Chester, Trustees.

Also, all such individuals as may hereafter join in this agreement at the request of the trustees herein provided for.

3rd. A portion of the stockholders and members of the following corporations and limited partnerships, to-wit: American Lu-
6 bricating Oil Co., Baltimore United Oil Co., Beacon Oil Company, Bush & Denslow Manuf'g Co., Central Refining Co., of Pittsburg, Chesebrough Manuf'g Co., Chess-Carley Co., Consolidated Tank Line Co., Inland Oil Co., Keystone Refining Co., Maverick Oil Co., National Transit Co., Portland Kerosene Oil Co., Producers' Cons'd Land and Petroleum Co., Signal Oil Works Limited, Thompson & Bedford Co. Limited, Devo Manufacturing Co., Eclipse Lubricating Oil Co., Empire Refining Co., Limited, Franklin Pipe Co. Limited, Galena Oil Works Limited, Galena Farm Oil Company Limited, Germania Mining Co., Vacuum Oil Co. H. C. Vantine & Co., Limited, Waters-Pierce Oil Co.

Also, stockholders and members (not being all thereof) of other corporations and limited partnerships who may hereafter join in this agreement at the request of the Trustees herein provided for.

The parties hereto do covenant and agree to and with each other each in consideration of the mutual covenant- and agreements of the others, as follows:

1. As soon as practicable a corporation shall be formed in each of the following States, under the laws thereof, to-wit: Ohio, New York, Pennsylvania and New Jersey; provided however, that instead of organizing a new corporation, any existing charter and organization may be used for the purpose when it can advantageously be done.

2. The purposes and powers of said corporation shall be to mine for, produce, manufacture, refine and deal in petroleum and all its products and all the materials used in such business and transact other business collateral thereto. But other purposes and powers shall be embraced in the several charters such as shall seem expedient

to the parties procuring the charter, or, if necessary to comply with the law, the powers aforesaid may be restricted and reduced.

3. At any time hereafter, when it may seem advisable to the trustees herein provided for, similar corporations may be formed in other states and territories.

4. Each of said corporations shall be known as the Standard Oil Company of —— (and here shall follow the name of the State or Territory by virtue of the laws of which said corporation is organized).

5. The capital stock of each of said corporations shall be fixed at such amount as may seem necessary and advisable to the parties organizing the same, in view of the purpose to be acomplished.

6. The shares of stock of each of said corporations shall be issued only for money, property or assets equal at a fair valuation to the par value of the stock delivered therefor.

7 7. All of the property, real and personal, assets and business of each and all of the corporations and Limited Partnerships mentioned or embraced in class first shall be transferred to and vested in the said several Standard Oil Companies. All of the property, assets and business in *oe of* each particular State shall be transferred to and vested in the Standard Oil Company of that particular State, and in order to accomplish such purpose, the directors and managers of each and all of the several corporations and Limited Partnerships mentioned in class first, are hereby authorized and directed by the stockholders and members thereof (all of them being parties to this agreement) to sell, assign, transfer, convey and make over, for the consideration hereinafter mentioned, to the Standard Oil Company or Companies of the proper State or States, as soon as said corporations are organized and ready to receive the same, all the property, real and personal, assets and business of said corporations and Limited Partnerships. Correct schedules of such property, assets and business shall accompany each transfer.

8. The individuals embraced in class second of this agreement do each for himself agree, for the consideration hereinafter mentioned, to sell, assign, transfer, convey and set over, all the property, real and personal, assets and business mentioned and embraced in schedules accompanying such sale and transfer, to the Standard Oil Company or Companies, of the proper State or States, as soon as the said corporations are organized and ready to receive the same.

9. The parties embraced in class third of this agreement do covenant and agree to assign and transfer all of the stock held by them in the corporations or Limited Partnerships herein named to the trustees herein provided for, for the consideration and upon the terms hereinafter set forth. It is understood and agreed that the said trustees and their successors may hereafter take the assignment of stocks in the same or similar companies upon the terms herein provided, and that whenever and as often as all the stocks of any corporation or Limited Partnerships are vested in said trustees, the proper steps may then be taken to have all the money, property, real and personal, of such corporation or partnerships assigned and conveyed to the Standard Oil Company of the proper State on the terms and

in the mode herein set forth, in which event the Trustees shall receive stocks of the Standard Oil Company equal to the value of the money, property and business assigned, to be held in place of the stocks of the Company or Companies assigning such property.

8 10. The consideration for the transfer and conveyance of the money, property and business aforesaid to each or any of the Standard Oil Companies shall be stock of the respective Standard Oil Company to which said transfer or conveyance is made, equal at par value to the appraised value of the money, property and business so transferred. Said stock shall be delivered to the trustees hereinafter provided for, and their successors, and no stock of any of said companies shall ever be issued except for money, property or business equal at least to the par value of the stock so issued, nor shall any stock be issued by any of said Companies for any purpose, except to the trustees herein provided for, to be held subject to the trusts hereinafter specified. It is understood, however, that this provision is not intended to restrict the purchase, sale and exchange of property by said Standard Oil Companies as fully as they may be authorized to do by their respective charters, provided only that no stock be issued therefor except to said trustees.

11. The consideration for any stocks delivered to said trustees as above provided for, as well as for stocks delivered to said trustees by persons mentioned in class third of this agreement, shall be the delivery by said trustees, to the persons entitled thereto, of Trust Certificates hereinafter provided for, equal at par value to the par value of the stocks of said Standard Oil Companies so received by said trustees, and equal to the appraised value of the stocks of other companies or partnerships delivered to said trustees. (The said appraised value shall be determined in a manner agreed upon by the parties in interest and the said trustees.) It is understood and agreed, however, that the said trustees may, with any trust funds in their hands, in addition to the mode above provided, purchase the bonds and stocks of other companies engaged in business similar or collateral to the business of said Standard Oil Companies on such terms and in such mode as they may deem advisable, and shall hold the same for the benefit of the owners of said Trusts Certificates, and may sell, assign, transfer and pledge such bonds and stocks whenever they may deem it advantageous to said trust so to do.

The trusts upon which said stocks shall be held, and the number, powers and duties of said trustees, shall be as follows:

1. The number of trustees shall be nine.

2. J. D. Rockefeller, O. H. Payne and Wm. Rockefeller are hereby appointed trustees, to hold their office until the first Wednesday of April, A. D., 1885.

9 3. J. A. Bostwick, H. M. Flagler and W. G. Warden are hereby appointed trustees, to hold their office until the first Wednesday of April, A. D., 1884.

4. Chas. Pratt, Benj. Brewster and Jno. D. Archbold are hereby appointed trustees to hold their office until the first Wednesday of April, A. D., 1883.

5. Elections for trustees to succeed those herein appointed shall

be held annually, at which election a sufficient number of trustees shall be elected to fill all vacancies occurring either from expiration of the term of the office of trustee or from any other cause. All trustees shall be elected to hold their office for three years, except those elected to fill a vacancy arising from any cause, except expiration of the term, who shall be elected for the balance of the term of the Trustee whose place they are elected to fill. Every trustee shall hold his office until his successor is elected.

6. Trustees shall be elected by ballot by the owners of Trust Certificates or their proxies. At all meetings the owners of Trust Certificates who may be registered as such on the books of the trustees may vote in person or by proxy, and shall have one vote for each and every share of Trust Certificate standing in their names, but no such owner shall be entitled to vote upon any share which has not stood in his name thirty days prior to the day appointed for the election. The transfer books may be closed for thirty days immediately preceding the annual election. A majority of the shares represented at such election shall elect.

7. The annual meeting of the owners of said Trust Certificates for the election of Trustees, and for other business shall be held at the office of the Trustees, in the City of New York, on the first Wednesday of April of each year, unless the place of meeting be changed by the trustees, and said meeting may be adjourned from day to day until its business is completed. Special meetings of the owners of said Trust Certificates may be called by the majority of the trustees at such times and places as they may appoint. It shall also be the duty of the trustees to call a special meeting of holders of Trust Certificates whenever requested to do so by a petition signed by the holders of ten per cent. in value of such certificates. The business of such special meetings shall be confined to the object specified in the notice given therefor. Notice of the time and place of all meetings of the owners of Trust Certificates shall be given by personal notice as far as possible, and by public notice in one of the principal newspapers of each state in which a Standard Oil Company exists, at least ten days before such meeting. At any meeting a majority in value of the holders of Trust Certificates represented consenting thereto, by-laws may be made, amended and repealed, relative to the mode of election of trustees and other business of the holders of Trust Certificates, provided, however, that said by-laws shall be in conformity with this agreement. By-laws may also be made, amended and repealed at any meeting, by and with the consent of a majority in value of the holders of Trust Certificates which alter this agreement relative to the number, powers and duties of the trustees, and to other matters tending to the more efficient accomplishment of the objects for which the Trust is created, provided only that the essential intents and purposes of this agreement be not thereby changed.

8. Whenever a vacancy occurs in the Board of Trustees more than sixty days prior to the annual meeting for the electon of Trustees, it shall be the duty of the remaining trustees to call a meeting of the owners of Standard Oil Trust Certificates for the purpose of

electing a trustee or trustees to fill the vacancy or vacancies. If any vacancy occurs in the Board of Trustees, from any cause, within sixty days of date of the annual meeting for the election of trustees, the vacancy may be filled by a majority of the remaining trustees, or at their option, may remain vacant until the annual election.

9. If for any reason, at any time, a trustee or trustees shall be appointed by any court to fill any vacancy or vacancies in said Board of Trustees, the trustee or trustees so appointed shall hold his or the respective office or offices only until a successor or successors shall be elected in the manner above provided for.

10. Whenever any change shall occur in the Board of Trustees, the legal title to the stock and other property held in trust shall pass to and vest in the successors of said trustees without any formal transfer thereof. But if at any time such formal transfer shall be deemed necessary or advisable, it shall be the duty of the Board of Trustees to obtain the same, and it shall be the duty of any retiring trustee or the administrator or executor of any deceased Trustee to make said transfer.

11. The trustees shall prepare certificates which shall show the interest of each beneficiary in said trust, and deliver them to persons properly entitled thereto. They shall be divided into shares of the par value of one hundred dollars each and shall be known as Standard Oil Trust Certificates and shall be issued subject to all the terms and conditions of this agreement. The trustees shall have power to agree upon and direct the form and contents of said certificates, and the mode in which they shall be signed, attested and transferred. The certificates shall contain an express stipulation that the holders thereof shall be bound by the terms of this agreement and by the by-laws herein provided for.

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12. No certificates shall be issued except for stocks and bonds held in trust, as herein provided for, and the par value of certificates issued by said trustees shall be equal to the par value of the stocks of said Standard Oil Companies, and the appraised value of other bonds and stocks held in trust. The various bonds, stocks and moneys held under said trust shall be held for all parties in interest jointly, and the Trust Certificates so issued shall be the evidence of the interest held by the several parties in this trust. No duplicate certificate shall be issued by the trustees, except upon the surrender of the original certificate or certificates for cancellation, or upon satisfactory proof of the loss thereof, and in the latter case they shall require a sufficient bond of indemnity.

13. The stocks of the various Standard Oil Companies held in trust by said trustees shall not be sold, assigned or transferred by said trustees, or by the beneficiaries, or both combined, so long as this Trust endures. The stocks and bonds of other corporations, held by said trustees, may be by them exchanged or sold and the proceeds thereof distributed pro rata to the holders of Trust Certificates or said proceeds may be held and reinvested by said trustees for the purposes and uses of the Trust, provided, however, that said trustees may from time to time assign such shares of stock of said Standard Oil Companies as may be necessary to qualify any person

or persons chosen or to be chosen as directors and officers of any of said Standard Oil Companies.

14. It shall be the duty of said trustees to receive and safely to keep all interest and dividends declared and paid upon any of the said bonds, stocks and moneys held by them in trust, and to distribute all moneys received from such sources or from sales of trust property or otherwise by declaring and paying dividends upon the Standard Trust Certificates as funds accumulated, which in their judgment are not needed for the uses and expenses of said trust. The trustees shall, however, keep separate accounts of receipts from interest and dividends, and of receipts from sales or transfer of trust property, and in making any distribution of trust funds, in which moneys derive- from sales or transfers shall be included, shall render the holders of Trust Certificates a statement showing what amount of the fund distributed has been derived from such sales or
12 transfers. The said trustees may be also authorized and empowered by a vote of a majority in value of holders of Trust Certificates, whenever stocks or bonds have accumulated in their hands from money purchases thereof, or the stocks or bonds held by them have increased in value, or stock dividends shall have been declared by any of the Companies whose stocks are held by said trustees, or whenever from any such cause it is deemed advisable so to do, to increase the amount of Trust Certificates to the extent of such increase or accumulation of values and to divide the same among the persons then owning Trust Certificates *pro rata*.

15. It shall be the duty of said trustees to exercise general supervision over the affairs of several Standard Oil Companies, and as far as practicable over the other companies or partnerships, any portion of whose stock is held in said trust. It shall be their duty as stockholders of said companies to elect as directors and officers thereof faithful and competent men. They may elect themselves to such positions when they see fit so to do, and shall endeavor to have the affairs of said companies managed and directed in the manner they may deem most conducive to the best interests of the holders of said Trust Certificates.

16. All the powers of the trustees may be exercised by a majority of their number.

They may appoint from their own number an executive and other committees. A majority of each committee shall exercise all the powers which the trustees may confer upon such committee.

17. The trustees may employ and pay all such agents and attorneys as they deem necessary in the management of said trust.

18. Each trustee shall be entitled to a salary for his services, not exceeding twenty five thousand dollars per annum, except the President of the Board, who may be voted a salary not exceeding thirty thousand dollars per annum, which salaries shall be fixed by said Board of Trustees. All salaries and expenses connected with or growing out of the trust shall be paid by the Trustees from the trust fund.

19. The Board of Trustees shall have its principal office in the City of New York, unless changed by vote of the Trustees, at which office

or in some place of safe deposit in said City, the bonds and stocks shall be kept. The trustees shall have power to adopt rules and regulations pertaining to the meetings of the Board, the election of officers and the management of the trust.

20. The trustees shall render at each annual meeting a
13 statement of the affairs of the trust. If a termination of the trust be agreed upon, as hereinafter provided, or within a reasonable time prior to its termination by lapse of time, the trustees shall furnish to the holders of the Trust Certificates a true and perfect inventory and appraisement of all stocks and other property held in trust, and a statement of the financial affairs of the various companies whose stocks are held in trust.

21. This trust shall continue during the lives of the survivors and survivors of the trustees in their agreement named, and for twenty-one years, thereafter provided, however, that if at any time after the expiration of ten years two-thirds of all the holders in value, or if after the expiration of one year, ninety per cent. of all the holders in value of Trust Certificates shall at a meeting of holders of Trust Certificates called for that purpose, vote to terminate this trust at some time to be by them then and there fixed, the said trust shall terminate at the date so fixed. If the holders of trust certificates shall vote to terminate the trust as aforesaid they may, at the same meeting, or at a subsequent meeting called for that purpose, decide by a vote of two-thirds in value of their number the mode in which the affairs of the trust shall be wound up, and whether the trust property shall be distributed or whether it shall be sold and the values thereof distributed, or whether part, and if so, what part, shall be divided, and what part shall be sold, and whether such sales shall be public or private. The trustees, who shall continue to hold their offices for that purpose, shall make the distribution in the mode directed, or, if no mode be agreed upon, by two-thirds in value as aforesaid, the trustees shall make distribution of the trust property according to law. But said distribution, however made, and whether it be property, or values, or if both, shall be just and equitable, and such as to insure to each owner of a trust certificate his due proportion of the trust property or the value thereof.

22. If the trust shall be terminated by expiration of the time for which it is created, the distribution of the trust property shall be directed and made in the mode above provided.

23. This agreement, together with the registry of certificates, books of accounts, and other books and papers connected with the business of said trust, shall be safely kept at the principal office of said trustees. Benj. Brewster, John D. Archbold, J. A. Bostwick, Chas. Pratt, Henry H. Rogers, A. H. Pratt, C. H. Pratt, D. M. Harkness, Trustee, by H. M. Flagler, Atty., Thomas C. Bushnell, W. C. Andrews, Chas. F. G. Heye, Wm. T. Wardwell, W. H. Macy,
14 Estate Josiah Macy, Jr., Wm. H. Macy, Jr., ex. Wm. H. Macy, Jr., A. M. McGregor, J. N. Camden, by H. M. Flagler, Atty., Julia M. York, by H. M. Flagler, Atty., O. H. Payne by H. M. Flagler, Atty., H. A. Hutchins, by H. M. Flagler, Atty., George F. Chester, Trustee, Geo. H. Vilas, Trustee, D. Bushnell, W.

G. Warden, Frew & Co., Henry L. Davis, H. M. Flagler, John D. Rockefeller, Wm. Rockefeller, J. J. Vandergrift, Mrs. H. M. Flagler, by H. M. Flagler, Atty., A. J. Pouch, O. B. Jenings, D. M. Harkness, by H. M. Flagler, Atty., W. H. Thompson, by H. M. Flagler, Atty., S. V. Harkness, by H. M. Flagler, Atty., John Huntington, by H. M. Flagler, Atty., Lide K. Aster, by H. M. Flagler, Atty., H. M. Hanna, by H. M. Flagler, Atty., and George W. Chapin, by H. M. Flagler, Atty., Louise C. Wheaton, by H. M. Flagler, Atty., O. H. Payne, Trustee, by H. M. Flagler, Atty., Chas. Lockhart, Joseph L. Warden, by H. L. Davis, Atty., M. R. Keith, trustee.

The plaintiff further avers that after the execution and delivery of the trust agreement aforesaid, to-wit, on the 4th day of January, A. D., 1892, in violation of law and in abuse of its powers and in the exercise of privileges and franchises not conferred upon it, the defendant acting through the same parties as before alleged in respect of the above recited agreement, together with the subscribers thereto, who were the same as those whose names were subscribed to the other agreement aforesaid, entered into and became a party to, carried out and still continues to observe, perform and carry out, a supplemental trust agreement, which, if not in words and figures, is, in substance and effect, as follows:

"Whereas in and by an Agreement dated January 2nd, 1882, and known as the Standard Trust Agreement, the parties thereto did mutually covenant and agree, *inter alia* as follows, to-wit: That corporations to be known as Standard Oil Companies, of various states should be formed, and that all of the property, real and personal, assets and business of each and all of the corporations and Limited Partnerships mentioned or embraced in class first of said agreement should be transferred and vested in the said several Standard Oil Companies; that all of the property, assets and business in or of each particular state should be transferred to and vested in the Standard Oil Company of that particular State, and the directors and managers of each and all of the several corporations and associations mentioned in class first were authorized and directed to sell, assign, transfer, and convey and make over to the Standard Oil Company or Companies of the proper State or States, as soon as said corporations were organized and ready to receive the same, all the property, real and personal, assets and business of said corporations or associations; and whereas it is not deemed expedient that all of the companies and associations mentioned should transfer their property to the said Standard Oil Companies at the present time, and in case of same companies and associations it may never be deemed expedient that the said transfer should be made, and said companies and associations go out of existence, and whereas it is deemed advisable that a discretionary power should be vested in the trustees as to when such transfer or transfers should take place at *all*. Now, it is hereby mutually between the parties to the said Trust Agreement, and as supplementary thereto, that the trustees named in the said agreement and their successors shall have the power and authority to decide what companies shall convey their

said property as in said agreement contemplated, and when the said sales and transfers shall take place, if at all, and until said trustees shall so decide, each of said companies shall remain in existence and retain its property and business, and the trustees shall hold the stocks thereof in trust, as in said agreement provided. In the exercise of said discretion the trustees shall act by a majority of their number as provided in said Trust Agreement. All portions of said trust agreement relating to this subject shall be considered so changed as to be in harmony with this supplemental agreement.

In witness whereof the said parties have subscribed this agreement this 4th day of January, 1882.

The plaintiff further avers that under and pursuant to the provisions of said trust agreement and as soon after their execution as practicable corporations were formed, as required by said first recited trust agreement, in the State of New York, Pennsylvania and New Jersey, but not in Ohio, the defendant corporation being used in said State for the purposes of said trust agreements that all of the property, real and personal, assets and business of each and all of the corporations and limited partnerships within Ohio and mentioned in class first of said trust agreement, except that of defendant and such other portions or plans, as the trustees provided for in said agreement and herein below referred to otherwise directed in pursuance of the supplemental trust agreement above set out, were transferred to and vested in said defendant, both by the corporations and limited partnerships included in the first class of said first
16 agreement, and the individuals included in the second class thereof; that transfers were made subject to exceptions ordered as aforesaid by said trustees, in the other states named to the companies there formed as aforesaid; that the parties embraced in class third of said trust agreement, who owned stock in the Ohio corporations and limited partnerships in said trust, agreement assigned and transferred all their stock to the trustees aforesaid; that like assignments and transfers were made to said trustees in the other states before named; that said defendant issued its stock to the trustees aforesaid equal at par value to the appraised value of the money, property and business of said several corporations and limited partnerships within Ohio; that the other companies formed as aforesaid in the other states above named like issues of their stock to said trustees; that said trustees issued to the persons included in class third of said trust agreement, in the proportions to which they were severally entitled according to said agreement, the trust certificate provided for therein, equal at par value to the par value of the stocks of the several Standard Oil Companies which were issued as aforesaid to said trustees; that the nine persons appointed in said trust agreement as trustees accepted their several positions and entered upon the discharge of the trusts in said trust agreement mentioned; that some of said persons and others to the number of nine whose names are unknown to plaintiff have been re-appointed and appointed at various times since the execution of said trust agreement, so that a board of trustees as therein provided for is still acting thereunder, and plaintiff is informed and believes and so avers that

said trustees are and for several years have been non-residents of Ohio; that the certificates issued by said trustees as aforesaid were and are in the form prescribed by said agreement, and are at par value equal to the par value of the stocks of the several standard oil companies provided for by said trust agreement and the appraised value of all other bonds and stocks held by the trust; that said trustees exercise general supervision over the affairs of said several Standard Oil Companies, including defendant, and other companies and partnerships where any portion of their stock is held by them or in the trust created by said agreement; that said trustees annually elect the directors and officers of defendant as well as the directors and officers of the other Standard Oil Companies aforesaid; that said trustees act by and through a majority of their number and an executive committee and other committees as provided in said trust agreement; that said trustees received the salaries named in said trust agreement and maintains the principal office of the company in the City of New York that each and all of the other pro-
17 visions of said original and supplemental trust agreement have been substantially observed and performed and carried into execution by the defendant herein and the other parties aforesaid to said trust agreement; and that in pursuance thereof other corporations, limited partnerships, and persons in many, if not all of the other states of the Union have become parties to said trust agreements and their properties and interests are controlled and managed by the trustees appointed under said trust agreement.

The plaintiff further avers that by means of said trust agreement and the powers thereby conferred upon the board of trustees therein mentioned and provided for, the said trustees were enabled to, and do, monopolize and control at will, the mining for, the production, manufacture, refining and prices of petroleum, and all its products, and all the materials used in such business, and other business collateral thereto within the State of Ohio; that in the exercise of the powers conferred by said trust agreements said trustees are enabled to, and do, control the action of defendant and the other corporations, partnerships and individuals, parties thereto, in the conduct of their business, and control and regulate the production and price of petroleum products in the State of Ohio and in the United States; that under said trust agreements, said defendant has surrendered its corporate powers, business and property, to the trustees named in said first recited agreement, to be exercised conducted and controlled by said trustees and not by directors chosen by defendant or any stockholders of defendant; that defendant chooses no directors or officers, has no capital stock, and issues no certificates of stock; and that said trust agreements creates and constitute a combination and monopoly which are injurious to trade and commerce, and to which combination and monopoly defendant is a party.

The plaintiff further avers that it had no knowledge of the existence of either of the aforesaid trust agreements until the latter part of the year 1889, the said agreements and their purposes and objects having been therefore concealed from plaintiff by the parties thereto including defendant.

Wherefore plaintiff prays that defendant be found and adjudged to have forfeited and surrendered all its corporate rights, privileges and franchises, that it be ousted and excluded therefrom, that it be dissolved, and that each other relief be granted as to the court shall seem just and proper.

DAVID K. WATSON,
Attorney General.

18 The following precipe was attached to said petition and filed therewith:

19 In the Supreme Court of Ohio.

No. —. Quo Warranto.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General of the State of Ohio, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Precipe.

To the Clerk:

Issue summons upon the petition in the above case for the defendant The Standard Oil Company, directed to the Sheriff of Cuyahoga County, returnable according to law.

DAVID K. WATSON,
Attorney General.

20 Thereupon, on said 8th day of May, A. D., 1890, the following summons duly sealed with the seal of our said Supreme Court, directed to the Sheriff of Cuyahoga County was issued, to-wit:

21 Supreme Court of Ohio.

THE STATE OF OHIO,
City of Columbus, ss:

To the Sheriff of Cuyahoga County, Greeting:

You are commanded to notify The Standard Oil Company that David K. Watson, Attorney General, within and for the State of Ohio filed a petition in the nature of a Quo Warranto against it in the Supreme Court of the State of Ohio, and that it is required to demur or answer to said petition within thirty days from the return day of this writ, May 19th, 1890.

Witness my hand and seal of the Supreme Court of Ohio this eighth day of May, 1890.

[SEAL.]

URBAN H. HESTER,
Clerk of the Supreme Court of Ohio.
By HORACE M. CROW, *Deputy.*

And afterwards, on the 10th day of May, A. D., 1890, said Sheriff to whom our summons was directed returned the same, duly endorsed by him as follows, to-wit:

Received this writ on the 9th day of May A. D., 1890, at 9 o'clock, A. M. of the said day, and on the 9th day of May, A. D., 1890, I served the same on the within named, The Standard Oil Company, by delivering a true copy thereof to L. H. Severence, Treasurer of said Company, the President of other higher officer of said Company not found in my county.

E. D. SAWYER, Sheriff.
By W. R. RYAN, *Deputy Sheriff.*

22 *Sheriff's Fees.*

Service and return	.30
Copy	.24
Mileage	1.20
Record	.10
Docket	.10
Postage	.04
	$1.98

And afterwards, on the 12th day of July, A. D., 1890, the following answer was filed, to-wit:

23 In the Supreme Court of Ohio.

Quo Warranto.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General of the State of Ohio, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Answer.

Now comes the defendant for answer to the petition filed herein says that it is true, as alleged therein, that David K. Watson is the duly elected, qualified and acting Attorney General of the State of Ohio, and that the defendant was, on or about the tenth day of January, A. D., 1870, organized as a corporation under and according to the laws of the State of Ohio, for the purpose of manufacturing and dealing in petroleum and its products, and that its capital stock was fixed originally at $1,000,000 and subsequently, on or about the time alleged, increased to the sum alleged; and that, after its organization as aforesaid, it entered upon and continued generally in the pursuit of its corporate objects, with the principal place of business in the City of Cleveland, Ohio.

Defendant denies that it did on or about the second day of January, A. D., 1882, or at any other time, together with the subscribers

thereto, or otherwise, enter into and become a party to the Trust Agreement alleged in said petition. It denies that it did on or about the second day of January, 1882, or at any other time, through its officers, directors and stockholders, or in any other manner, become a party to any such agreement; and denies that it has, since that date or for any length of time carried out the same, or has con-
24 tinued to observe, perform and carry out such agreement; and defendant denies that after the execution and delivery of said agreement, alleged to bear date the second day of January, 1882, that it did, on the fourth day of January, 1882, or at any other time through any parties representing it, or in any other manner, enter into and become a party to a supplemental trust agreement, as alleged in said petition; and denies that it has carried out and still continues to observe, perform and carry out any such supplemental trust agreement. Defendant denies that the property, real or personal, assets or business of the corporations or limited partnerships within Ohio, and mentioned in class first of said trust agreement, were transferred to or vested in said defendant, either by the corporations and limited partnerships included in the first class of said first agreement, or the individuals included in the second class thereof.

Defendant denies that it issued its stock to the trustees named in said agreement equal at par value to the appraised value of the money, property and business of said several corporations and limited partnerships within Ohio.

Defendant denies that said trustees mentioned in said trust agreement, or their successors, exercised general supervision over the affairs of defendant, and avers that its affairs are managed and controlled by a Board of Directors chosen by its stockholders, who appear as such on the books of the Company; and defendant denies that each and all or any of the provisions and stipulations of said original and supplemental trust agreements have been substantially observed and performed or carried into execution by it.

Defendant denies that said trustees are enabled to and do control the action of defendant in the conduct of its business; and defendant denies that it has surrendered its corporate powers, business and property to the trustees named in said first recited agreement or their successors, to be exercised, conducted and controlled by said trustees, and not by the directors chosen by the stockholders. It denies that it chooses no directors or officers, has no capital stock and issues no certificates of stock, but avers that the directors of defendant, a majority of whom are citizens of the State of Ohio, are annually elected by its stockholders, that it has capital stock for which certificates are issued to and held by its stockholders; and defendant denies that it is a party to any agreement creating
25 or constituting a combination and monopoly injurious to trade and commerce.

And defendant still denying that it is a party in any manner to said trust agreement- or either of them, — in any way create or constitute a combination or monopoly injurious to trade or commerce.

Second.

By way of further answer and defense, defendant says that on about the time alleged in the petition, certain individuals then bei holders and owners of stock in the Standard Oil Company, made a entered into, with others, the several agreements set forth in the tition; that they did this solely in their individual capacity and with reference to their individual property and not as officers or directors of defendant; but defendant says that said action by said stockholders in becoming parties to the several agreements alleged in the petition in their individual capacity and with reference to their individual property, shall be deemed and held by this court to have been the corporate act of defendant, and, if the signing by the said stockholders of the said several agreements as aforesaid shall be deemed and held by this court to be a cause for forfeiture of the charter of this defendant, then this defendant says that such act was done and committed more than five years before the filing of the petition herein, and that the cause of action therefore is barred.

Wherefore defendant prays to be hence dismissed with judgment for its costs.

STANDARD OIL COMPANY,
By M. R. KEITH AND
VIRGIL KLINE,
Defendants' Attorneys.

THE STATE OF OHIO,
Cuyahoga County, ss:

Frank Rockefeller being first duly sworn says that he is duly elected and qualified Vice-President of said defendant, a corporation duly organized and existing under and by virtue of the laws of said state; and that the allegations and averments in
26 foregoing answer contained are true as he verily believes.

FRANK ROCKEFELLER.

Subscribed and sworn to before me by said Frank Rockefeller thi 5th. day of July, A. D., 1890.

[SEAL.] WILL G. GUNTHER,
Notary Public.

And afterwards on the 26th. day of November, A. D., 1890, the following notice was filed, to-wit:

27 In the Supreme Court of Ohio.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General of the State of Ohio, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Notice.

To Hon. Virgil P. Kline, Attorney for Defendant, Cleveland, Ohio.

SIR: You are hereby notified that on Friday, the 28th. day of November, A. D., 1890, at ten o'clock, A. M., or as soon thereafter as

said application can be heard, I will apply to said court for leave to file an amended petition in the above action.

DAVID K. WATSON,
Attorney General.

Copy of the above notice received.

VIRGIL P. KLINE,
Attorney for Defendant.

28 And afterwards, on the 29th. day of November, A. D., 1890, the following amended petition was filed, to-wit:

(Filed by Leave of the Court.)

29 In the Supreme Court of Ohio.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General of the State of Ohio, Plaintiff,

vs.

THE STANDARD OIL COMPANY, Defendant.

Quo Warranto.

Amended Petition.

Now comes David K. Watson, the duly elected, qualified and acting Attorney General of the State of Ohio and gives the court to understand and be informed that on or about the 10th. day of January, A. D., 1870, the defendant, The Standard Oil Company, was formed and organized as a corporation under and according to the laws of the State of Ohio. That the only purpose of said defendant, as set forth in its articles of Incorporation, is "the manufacture of petroleum and to deal in petroleum and its products" that at the time of defendant's incorporation, its capital stock was fixed at $1,000,000.00 that subsequently, to-wit, on or about the 12th. day of February, A. D., 1872, the defendant's capital stock was increased to the sum of $2,500,000.00; that defendants to-wit, on or about the 13th day of March, A. D. 1875, — said capital stock was increased to the sum of $3,500,000.00 and that after its organization as aforesaid, said defendant entered upon and continued generally in the pursuit of its corporate objects, with its principal business in the City of Cleveland in this State, until on or about the date of the trust agreements hereinafter complained of and set forth.

Plaintiff further avers that in violation of law and in abuse of its corporate powers and in the exercise of privileges, rights and franchises not conferred upon it, defendant on or about the 2nd. day of January, A. D., 1882, and again on or about the 4th. day of said month and year, entered into and became a party to certain trust agreements, and ever since then has, in the manner and to the extent below stated, observed, performed and carried out said agreements,

copies of which are hereinafter set out. That said defendant
30 so entered into and became a party to, and carried out and observed and performed the same as follows, to-wit: All of the owners and holders of its capital stock, including all the officers and directors of said defendant company signed said agreements, without attaching the corporate name and seal of said defendant company thereto, and the official designations of its officers. That prior to the dates of the trust agreements aforesaid, defendant's capital stock consisted of 35,000 shares of $100.00 each, and upon the signing of said agreements in the manner aforesaid 34,993 shares of said stock, belonging to the persons who signed the agreements in manner set forth (in what proportions, however, plaintiff is unable to state), were transferred by defendant's transferring officers, upon defendant's stock books to the certain nine trustees who were appointed and named in the first one of said trust agreements upon the request of the respective owners of said shares and in pursuance of the provisions of said trust agreements, the remaining seven of said shares of stock being retained by or transferred to the directors of defendant company; that at the time said transfer of stock was made, there were seven directors of defendant and each one of the seven held one share of the stock aforesaid, but the number of said directors was thereafter reduced to five, who still hold and vote said seven shares of stock and no more. That in lieu of the transfer of said 34,993 shares, as aforesaid, to the nine trustees above mentioned, an equal amount, in par value of certificates of the Standard Oil Trust, which were provided for and described in said trust agreements, was issued and delivered by said nine trustees to the persons aforesaid, from whom said nine trustees had received said 34,993 shares of stock in defendant's company; that the capital stock of said defendant company is still $3,500,000 and the nine trustees before mentioned still hold and control the 34,993 shares thereof which were transferred to them as above stated; that by virtue of so holding and controlling said shares, said nine trustees have been ever since the signing of said agreements, and still are able to choose and have chosen annually such boards of directors of defendant company as they, (said nine trustees) have seen fit, and are able to, and do, control the action of the defendant in the conduct and management of its business; that some of the directors of defendant company, including its president, have been, since the date of said agreements, and still are, members of the board of nine trustees provided for in said trust agreements as aforesaid, the president of defendant
31 company having been, and being now, the president of said board of nine trustees.

The defendant has never taken any corporate action or made any complaint against its stockholders or its directors and officers signing said trust agreements or either of them, nor against its said stockholders or officers surrendering their stock in the defendant company to said nine trustees, nor against its stockholders or officers or directors receiving the Standard Oil Trust certificates which were issued and delivered to them as aforesaid by said nine trustees in exchange for the 34,993 shares of defendant's stock, nor against any

of the acts herein recited, and that none of the officers, directors or stockholders of defendant company have at any time objected or made complaint against such surrender and exchange of stock or against any of said recited acts, and on the contrary defendant, in its corporate capacity, and through its officers and stockholders, has ever since the acts in question acquiesced in such transfer and exchange, and in the annual election by said nine trustees of the directors for defendant as well as in all said recited acts. That the directors of defendant company who *are* chosen in manner aforesaid, either directly or through their employés manage the business of that company so as not to conflict with the — fixed from time to time by the nine trustees aforesaid; that the net earnings of defendant company have been ever since the signing of said agreements, and still are from time to time, declared and paid out as dividends upon its capital stock; that the nine trustees appointed under said trust agreements as aforesaid, have received the proportions of such dividends which were properly distributable and payable upon the stock held by said nine trustees in defendant company; that there are a large number of other corporations, (plaintiff being unable to ascertain or state the exact number) in the United States, whose organizations were made, whose stock is held and directors elected, and whose affairs and business and dividends are conducted and paid under and pursuant to the provisions of the trust agreements hereinafter set forth, in a manner and to an extent similar to that herein described in respect to defendant, and from the dividends so accumulated in the hands of said nine trustees, dividends are from time to time, as the interests of the trust justify, declared and paid out by said nine trustees to the holders of the Standard Oil Trust certificates which have been issued by them; so that the holders of the 34,993 shares of said Standard Oil Trust certificates which were received in lieu of a like number of shares of defendant's stock transferred in
32 manner aforesaid upon the books of defendant company, to said nine trustees, do not receive the dividends which are payable from the earnings of defendant company, but receive dividends only from the accumulated earnings aforesaid which are derived from the various similar companies aforesaid and held and distributed as aforesaid by said nine trustees.

The following are correct copies of the two trust agreements hereinbefore mentioned and referred to:

This agreement made and entered upon this second day of January, A. D., 1882, by and between all the persons who shall now or may hereafter execute the same as parties thereto, witnesseth:

1. It is intended that the parties to this agreement shall embrace three classes, to-wit:

1st. All the stockholders and members of the following corporations and limited partnerships, to-wit: Acme Oil Company (New York); Acme Oil Company (Pennsylvania); Atlantic Refining Company of Philadelphia; Bush & Co. limited; Camden Consolidated Oil Company; Elizabethport Acid Works; Imperial Refining Co.; Pain Ablett & Co. limited; Standard Oil Company (Ohio); Standard Oil Company (Pittsburg); Smith's Ferry Oil Trans. Company; Solar

Oil Company, limited; Stone & Fleming Manufacturing Company, limited.

Also, all stockholders and members of such other corporations and limited partnerships as may hereafter join in this agreement at the request of the trustees herein provided for.

2nd. The following individuals, to-wit: W. C. Andrews, Jno. D. Archbold, Lide K. Arter, J. A. Bostwick, Benj. Brewster, D. Bushnell, Thomas C. Bushnell, J. N. Camden, Henry L. Davis, H. M. Flagler, Mrs. H. M. Flagler, H. M. Hanna, and Geo. W. Chapin, D. M. Harkness, D. H. Harkness, trustee, S. V. Harkness, John Huntington, H. A. Hutchins, Chas. F. G. Hey, O. B. Jennings, Chas. Lockhart, A. M. McGregor, Wm. H. Macy, Wm. H. Macy, Jr., estate of Josiah Macy, Jr., Wm. H. Macy, Jr., executor, O. H. Payne, O. H. Payne, trustee, Chas. Pratt, Horace A. Pratt, C. M. Pratt, A. J. Pouch, John D. Rockefeller, Wm. Rockefeller, Henry H. Rogers, W. P. Thompson, J. J. Vandegrift, William T. Wardell, W. G. Warden, Jos. L. Warden, Frew & Co., Louise C. Wheaton, Julia H. York, Geo. H. Vilas, M. R. Keith, Geo. F. Chester, trustees.

Also, all such individuals as may hereafter join in this agreement at the request of the trustees herein provided for.

33 3rd. A portion of the stockholders and members of the following corporations and limited partnerships, to-wit: American Lubricating Oil Co., Baltimore United Oil Co., Beacon Oil Co., Bush & Denslow Manufacturing Co., Central Refining Co., of Pittsburg, Chesebrough Manufacturing Co., Chescarley Co., Consolidated Tank Line Co., Inland Oil Co., Keystone Refining Co., Maverick Oil Co., National Transit Co., Portland Kerosene Oil Co., Producers' Consolidated Land & Petroleum Co., Signal Oil Works, limited, Thompson & Bedford Co., limited, Devoe Manufacturing Co., Eclipse Lubricating Oil Co., limited, Empire Refining Co., limited, Franklin Pipe Co., limited, Galena Oil Works, limited, Galena Farm Oil Co., limited, Germania Mining Co., Vacu-m Oil Co., H. C. Van Tine & Co., limited, Waters Pierce Oil Co.

Also, stockholders and members (not being all thereof) of other corporations and limited partnerships who may hereafter join in this agreement at the request of the trustees herein provided for.

2. The parties hereto do covenant and agree to and with each other, each in consideration of the mutual covenants and agreements of the others, as follows:

1st. As soon as practicable a corporation shall be formed in each of the following States, under the laws thereof, to-wit: Ohio, New York, Pennsylvania, and New Jersey; provided, however, that instead of organizing a new corporation, any existing charter and organization may be used for the purpose when it can advantageously be done.

2nd. The purposes and powers of said corporation shall be to mine for, produce, manufacture, refine and deal in petroleum and all its products and all the materials used in such business, and transact other business collateral thereto. But other purposes and powers shall be embraced in the several charters, such as shall seem expedient to

the parties procuring the charter, or, if necessary to comply with the law, the powers, aforesaid may be restricted and reduced.

3rd. At any time hereafter, when it may seem advisable to the trustees herein provided for, similar corporations may be formed in other States and territories.

4th. Each of said corporations shall be known as The Standard Oil Company of —— (and here shall follow the name of the state or territory by virtue of the laws of which said corporation is organized).

5th. The capital stock of each of said corporations shall be fixed at such an amount as may seem necessary and advisable to the
34 parties organizing the same, in view of the purpose to be accomplished.

6th. The shares of stock of each of said corporations shall be issued only for money, property or assets equal to a fair valuation to the par value of the stock delivered therefor.

7th. All of the property, real, personal, assets and business of each and all of the corporations and limited partnerships mentioned or embraced in class first shall be transferred to and vested in the said several Standard Oil Companies. All of the property, assets and business in, or, of each particular state shall be transferred to and vested in the Standard Oil Company of that particular state, and in order to accomplish such purpose, the directors and managers of each and all of the several corporations and limited partnerships mentioned in class first, are hereby authorized and directed by the stockholders and members thereof (all of them being parties to this agreement) to sell, assign, transfer, convey and make over, for the consideration hereinafter mentioned, to the Standard Oil Company or Companies of the proper state or states, as soon as said corporations are organized and ready to receive the same, all the property real and personal, assets and business of said corporations and limited partnerships. Correct schedules of such property, assets and business shall accompany each transfer.

8th. The individuals embraced in class second of this agreement do each for himself agree, for the consideration hereinafter mentioned, to sell, transfer, convey and set over all the property, real and personal, assets and business mentioned and embraced in schedules accompanying such sale and transfer to the Standard Oil Company or Companies, of the proper State or States, as soon as the said corporations are organized and ready to receive the same.

9th. The parties embraced in class third of this agreement do covenant and agree to assign and transfer all of the stock held by them in the corporations or limited partnerships herein named, to the trustees herein provided for, for the consideration and upon the terms hereinafter set forth. It is understood and agreed that the said trustees and their successors may hereafter take the assignment of stocks in the same or similar companies upon the terms herein provided, and that whenever and as soon as all the stocks of any corporation or limited partnership are vested in said trustees, the proper steps may be taken to have all the money, property, real and personal,

of such corporation or partnership assigned and conveyed to
35 the Standard Oil Company of the proper state, on the terms and in the mode herein set forth in which event the trustees shall receive stocks of the Standard Oil Companies equal to the value of the money, property and business assigned to be held in place of the stocks of the company or companies assigning such property.

10. The consideration for the transfer and conveyance of the money, property and business aforesaid to each or any of the Standard Oil Companies shall be stock of the respective Standard Oil Company to which said transfer or conveyance is made equal at par value to the appraised value of the money, property and business so transferred. Said stock shall be delivered to the trustees hereinafter provided for, and their successors, and no stock of any of said companies shall ever be issued except for money, property or business equal at least to the par value of the stock so issued, nor shall any stock be issued by any of said companies for any purpose, except to the trustees herein provided for, to be held subject to the trusts hereinafter specified. It is understood, however, that this provision is not intended to restrict the purchase, sale and exchange of property by said Standard Oil Companies as fully as they may be authorized to do by their respective charters, provided only that no stock be issued therefor except to said trustees.

11th. The consideration for any stocks delivered to said trustees as above provided for, as well as for stocks delivered to said trustees by persons mentioned or included in class third of this agreement, shall be the delivery by said trustees to the persons entitled thereto, of trust certificates hereinafter provided for equal at par value to the par value of the stocks of the said Standard Oil Companies so received by said trustees, and equal to the appraised value of the stock of other companies or partnerships delivered to said trustees (the said appraised value shall be determined in a manner agreed upon by the parties in interest and the said trustees). It is understood and agreed, however, that the said trustees may, with any trust funds in their hands, in addition to the mode above provided, purchase the bonds and stocks of other companies engaged in business similar or collateral to the business of said Standard Oil Companies on such terms and in such mode as they may deem advisable, and shall hold the same for the benefit of the owners of said trust certificates, and may sell, assign, transfer and pledge such bonds and stocks whenever they may deem it advantageous to said trust so to do.

36 3. The trusts upon which said stocks shall be held, and the number, powers and duties of said trustees shall be as follows:

1st. The number of trustees shall be nine.

2nd. J. D. Rockefeller, O. H. Payne, and Wm. Rockefeller are hereby appointed trustees to hold their office until the first Wednesday of April, A. D., 1885.

3rd. J. A. Bostwick, H. M. Flagler, and W. G. Warden are hereby appointed trustees to hold their office until the first Wednesday of April, A. D., 1884.

4th. Chas. Pratt, Benj. Brewster, and Jno. D. Archbold are hereby appointed trustees to hold their office until the first Wednesday of April, A. D., 1883.

5th. Elections of trustees to succeed those herein appointed shall be held annually, at which election a sufficient number of trustees shall be elected to fill all vacancies occurring either from expiration of the term of the office of trustee or from any other cause. All trustees shall be elected to hold their office for three years, except those elected to fill a vacancy arising from any cause, except expiration of term, who shall be elected for the balance of the term of the trustee whose place they are elected to fill. Every trustee shall hold his office until his successor is elected.

6th. Trustees shall be elected by ballot by the owners of trust certificates or their proxies. At all meetings the owners of trust certificates, who may be registered as such on the books of the trustees, may vote in person or by proxy, and shall have one vote for each and every share of trust certificates standing in their names, but no such owner shall be entitled to vote upon any share which has not stood in — name thirty days prior to the day appointed for the election. The transfer may be closed for thirty days immediately preceding the annual election. A majority of the shares represented at such election shall elect.

7th. The annual meeting of the owners of said trust certificates for the election of trustees, and for other business shall be held at the office of the trustees, in the City of New York on the first Wednesday of April of each year, unless the place of meeting be changed by the trustees, and said meeting may be adjourned from day to day until its business is completed. Special meetings of the owners of said trust certificates may be called by the majority of the trustees at such times and places as they may appoint. It shall be the duty of the trustees to call a special meeting of the holders of trust certificates whenever requested to do so by a petition signed by the
37 holders of ten per cent. in value of such certificates. The business of such special meetings shall be confined to the object specified in the notice given therefor. Notice of the time and place of all meetings of the owners of trust certificates shall be given by personal notice as far as possible, and by public notice in one of the principal newspapers of each state, in which a Standard Oil Company exists, at least ten days before such meeting. At any meeting a majority in value of the holders of trust certificates represented consenting thereto, by-laws may be made, amended and repealed, relative to the mode of election of trustees and other business of the holders of trust certificates, provided, however, that said by-laws shall be in conformity with this agreement. By-laws may also be made, amended and repealed at any meeting, by and with consent of a majority in value of the holders of trust certificates, which alter this agreement relative to the number, powers and duties of the trustees, and to other matters tending to the more efficient accomplishment of the objects for which this trust is created, provided only that the essential intents and purposes of this agreement be not thereby changed.

8th. Whenever a vacancy occurs in the board of trustees more than sixty days prior to the annual meeting for the election of trustees, it shall be the duty of the remaining trustees to call a meeting of the owners of Standard Oil Trust Certificates for the purpose of electing a trustee or trustees to fill the vacancy or vacancies. If any vacancy occurs in the board of trustees from any cause, within sixty days of the date of the annual meeting for the election of trustees, the vacancy may be filled by a majority of the remaining trustees, or, at their option, may remain vacant until the annual election.

9th. If for any reason at any time a trustee or trustees shall be appointed by any court to fill any vacancy or vacancies in said board of trustees, the trustee or trustees so appointed shall hold his or their respective office or offices only until a successor or successors shall be elected in the manner above provided for.

10th. Whenever any change shall occur in the board of trustees, the legal title to the stock and other property held in trust shall pass to and vest in the successors of said trustees thereof. But if at any time such formal transfer shall be deemed necessary or advisable, it shall be the duty of the board of trustees to obtain the same, and it shall be the duty of any retiring trustee or the administrator or executor of any deceased trustee to make said transfer.

38 11th. The trustees shall prepare certificates which shall show the interest of each beneficiary in said trust, and deliver them to the persons properly entitled thereto. They shall be divided into shares of the par value of one hundred dollars each, and shall be known as Standard Oil Trust Certificates, and shall be issued subject to all the terms and conditions of this agreement. The trustees shall have power to agree upon and direct the form and contents of said certificates, and the mode in which they shall be signed, attested and transferred. The certificates shall contain an express stipulation that the holders thereof shall be bound by the terms of this agreement and by the by-laws herein provided for.

12th. No certificates shall be issued except for stocks and bonds held in trust, as herein provided for, and the par value of certificates issued by said trustees shall be equal to the par value of the stocks of said Standard Oil Companies, and the appraised value of other bonds and stocks held in trust. The various bonds, stocks and moneys held under said trust shall be held for all parties in interest jointly, and the trust certificates so issued shall be the evidence of the interest held by the several parties in this trust. No duplicate certificates shall be issued by the trustees, except upon surrender of the original certificate or certificates for cancellation, or upon satisfactory proof of the loss thereof, and in the latter case they shall require a sufficient bond of indemnity.

13th. The stocks of the various Standard Oil Companies held in trust by said trustees, shall not be sold, assigned or transferred by said trustees, or by the beneficiaries, or by both combined, so long as this trust endures. The stocks and bonds of other corporations held by said trustees may be by them exchanged or sold and the proceeds thereof distributed pro rata to the holders of trust certificates, or said proceeds may be held and reinvested by said trustees for the purposes and uses of the trust; provided, however, that said

trustees may, from time to time, assign such shares of stock of said Standard Oil Companies as may be necessary to qualify any person or persons chosen or to be chosen as directors and officers of any of said Standard Oil Companies.

14th. It shall be the duty of said tustees to receive and safely to keep all interest and dividends declared and paid upon any of the said bonds, stocks and moneys held by them in trust, and to
39 distribute all moneys received from such sources or from sales of trust property or otherwise by declaring and paying dividends upon Standard Trust Certificates as funds accumulate, which, in their judgment, are not needed for the uses and expenses of said trust. The trustees shall keep separate accounts of receipts from interest and dividends, and of receipts from sales or transfers of trust property, and in making any distribution of trust funds, in which moneys derived from sales or transfers shall be included, shall render the holders of trust certificates a statement showing what amount of the fund distributed has been derived from such sales or transfers. The said trustees may be also authorized and empowered by a vote of a majority in value of holder- of trust certificates, whenever stocks or bonds have accumulated in their hands from money purchases thereof, or the stocks or bonds held by them have increased in value, or stock dividends shall have been declared by any of the companies whose stocks are held by said trustees or whenever from any such cause it is deemed advisable so to do, to increase the amount of trust certificates to the extent of such increase or accumulation of values, and to divide the same among the persons then owning trust certificates pro rata.

15th. It shall be the duty of said trustees to exercise general supervision over the affairs of said several Standard Oil Companies, and as far as practicable over the other companies or partnerships, any portion of whose stock is held in said trust. It shall be their duty as stockholders of said companies to elect as directors and officers thereof faithful and competent men. They may elect themselves to such positions when they see fit so to do, and shall endeavor to have the affairs of said companies managed and directed in the manner they may deem most conducive to the best interests of the holders of said trust certificates.

16th. All the powers of the trustees may be exercised by a majority of their number. They may appoint from their own number an executive and other committees. A majority of each committee shall exercise all the powers which the trustees may confer upon such committee.

17th. The trustees may employ and pay all such agents and Attorneys as they deem necessary in the management of said trust.

18th. Each trustee shall be entitled to a salary for his services not exceeding twenty-five thousand dollars per annum, except the president of the board, who may be voted a salary not exceeding thirty thousand dollars per annum, which salaries shall be
40 fixed by said board of trustees. All salaries and expenses connected with or growing out of the trust shall be paid by the trustees from the trust fund.

19th. The board of trustees shall have its principal office in the City of New York, unless changed by vote of the trustees, at which office or some place of safe deposit in said City, the bonds and stocks shall be kept. The trustees shall have power to adopt rules and regulations pertaining to the meetings of the board, the election of officers and the management of the trust.

20th. The trustees shall render at each annual meeting a statement of the affairs of the trust. If a termination of the trust be agreed upon as hereinafter provided, or within a reasonable time prior to its termination by lapse of time, the trustees shall furnish to the holders of the trust certificates a true and perfect inventory and appraisement of all stocks and other property held in trust, and a statement of the financial affairs of the various companies whose stocks are held in trust.

21st. This trust shall continue during the lives of the survivors and survivor of the trustees in this agreement named, and for twenty-one years thereafter; provided, however, that if at any time after the expiration of ten years two-thirds of all the holders in value, or if after the expiration of one year, ninety per cent. of all the holders in value of trust certificates shall at a meeting of holders of trust certificates called for that purpose, vote to terminate this trust at some time to be by them then and there fixed, the said trust shall terminate at the date so fixed. If the holders of trust certificates shall vote to terminate the trust as aforesaid, they may, at the same meeting or at a subsequent meeting called for that purpose, decide by a vote of two-thirds in value of their number the mode in which the affairs of the trust shall be wound up, and whether the trust property shall be distributed or whether it shall be sold and the values thereof distributed, or whether part, and if so, what part shall be divided and what part shall be sold, and whether such sales shall be public or private. The trustees who shall continue to hold their offices for that purpose, shall make the distribution in the mode directed, or, if no mode be agreed upon by two-thirds in value as aforesaid, the trustees shall make distribution of the trust property according to law. But said distribution however made, and whether it be of property, or values, or both, shall be just and equitable, and such as to insure to each owner of a trust certificate his
41 due proportion of the trust property or the value thereof.

22nd. If the trust shall be terminated by expiration of the time for which it is created, the distribution of the trust property shall be directed and made in the mode above provided.

23rd. This agreement, together with the registry of certificates, books of accounts, and other books and papers connected with the business of said trust shall be safely kept at the principal office of said trustees.

(Signatures omitted.)

The plaintiff further avers that after the execution and delivery of the trust agreement aforesaid, to-wit, on the 4th day of January, A. D. 1882, in violation of law and in abuse of its powers and in the exercise of its privileges and franchises not conferred upon it, the defendant, acting through the same parties as before alleged in

respect of the above recited agreement, together with the subscribers thereto, who were the same as those whose names were subscribed to the other agreement aforesaid entered into and became a party to, carried out and still continues to observe, perform and carry out, a supplemental trust agreement, which, if not in words and figures, is in substance and effect as follows:

"Whereas, in and by an agreement dated January 2nd, 1882, and known as the Standard Trust Agreement, the parties thereto did mutually covenant and agree *inter alia* as follows, to-wit: The corporations to be known as Standard Oil Companies, of various states should be formed, and that all of the property, real and personal, assets and business of each and all of the corporations and limited partnerships mentioned or embraced in class first of said agreement should be transferred to and vested in the said several Standard Oil Companies; that all of the property, assets and business in or of each particular state should be transferred to and vested in the Standard Oil Company of that particular state, and the directors and managers of each and all the several corporations and associations mentioned in class first were authorized and directed to sell, transfer, and convey and make over to the Standard Oil Company or Companies of the proper State or States, as soon as said corporations were organized and ready to receive the same, all the property, real and personal, assets and business of said corporations or associations; and, whereas, it is not deemed expedient that all of the companies and associations mentioned should transfer their property to the said Standard
42 Oil Companies at the present time, and in case of some companies and associations it may never be deemed expedient that the said transfer should be made, and said companies and associations go out of existence; and, whereas, it is deemed advisable that a discretionary power should be vested in the trustees as to when such transfer or transfers should take place, if at all.

Now it is hereby mutually agreed between the parties to the said trust agreement, and as supplementary thereto, that the trustees named in the said agreement and their successors shall have the power and authority to decide what companies shall convey their said property as in said agreement contemplated, and when the said sales and transfers shall take place, if at all, and until said trustees shall so decide, each of said companies shall remain in existence and retain its property and business, and the trustees shall hold the stocks thereof in trust, as said agreement provided. In the exercise of said discretion the trustees shall act by a majority of their number as provided in said trust agreement. All portions of said trust agreement relating to this subject shall be considered so changed as to be in harmony with this supplemental agreement.

In witness whereof, the said parties have subscribed this agreement, this 4th day of January, 1882."

(Signatures omitted.)

Plaintiff further avers that the nine persons who were appointed and named as trustees in and under the provisions of said trust agreement, accepted their several positions and entered upon the discharge of the trust duties therein mentioned; that some of said

trustees and others, to the number of nine, whose names are unknown to plaintiff, have been reappointed and appointed at various times since the execution of said trust agreements, so that nine trustees have been ever since then, and still are, acting thereunder, and each and all of said trustees have been, and are, nonresidents of the State of Ohio; that the offices and principal place of business of said trustees have been, ever since the execution of said trust agreements, and still are, in the City of New York, and the elections of said trustees and business transacted by them at their meetings have been had and done in said City of New York, and that plaintiff had no knowledge of the existence of either of the aforesaid trust agreements, or of the acts hereinbefore recited until the latter part of the year 1889.

43 Plaintiff further avers that by reason of defendant's stockholders directors and officers signing and entering into said trust agreements and carrying out their provisions and surrendering their stock in defendant and accepting in lieu thereof certificates issued by the nine trustees aforesaid ,and permitting the corporate powers, business and property of the defendant to be exercised, conducted and controlled by said trustees in manner aforesaid, and by reason of the acts and omissions of defendant hereinbefore recited, said defendant has forfeited its corporate rights, privileges, powers and franchises.

Wherefore, plaintiff prays that defendant be found and adjudged to have forfeited and surrendered its corporate rights, privileges, powers and franchises, and that it be ousted and excluded therefrom, and that it be dissolved, and that such other relief be granted in the premises as — the court may seem just and proper.

DAVID K. WATSON,
Attorney-General.

44 And afterwards, at January Term of said Supreme Court, A. D., 1891, to-wit, on Tuesday January 6th.

Leave is hereby granted defendant to file answer to the amended petition filed herein by January 31st, 1891.

And afterwards on the 10th day of February, A. D., 1891, the following answer to amended petition was filed, to-wit:

45 In the Supreme Court of the State of Ohio.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General, Plaintiff,

vs.

THE STANDARD OIL COMPANY, Defendant.

Answer to Amended Petition.

Now comes the defendant and answering the amended petition filed herein, admits:

1. That David K. Watson is the duly elected qualified and acting Attorney General of the State of Ohio.

2. Admits that defendant was formed and organized as a corporation under and according to the laws of the State of Ohio, on or about the time alleged and for the purposes stated.

3. That the capital stock of the company was originally fixed at one million of dollars, and afterwards increased at the times and in the sums alleged.

4. It admits that after its organization it entered upon and continued generally in the pursuit of its corporate objects with its principal place of business in the City of Cleveland, Ohio, but it avers that it did this not only up to the date of the so-called trust agreements; but that it has ever maintained such corporate organization and has ever pursued and still does pursue, in accordance with the law, the objects and purposes for which it was incorporated, with its principal place of business at the City of Cleveland.

5. Defendant admits that at one time its board was composed of seven directors, and that the number was afterwards reduced to five.

46 It admits that its president is also president of a board of trustees whose office and principal place of business is now in the City of New York, and it admits that it has always, when certificates of its stock have been presented to it with transfers duly endorsed thereon in accordance with its by-laws, issued new certificates of stock to the transferees thereof, as it was its duty to do; and it denies that it has legal power to do otherwise.

Defendant denies that it did on or about the 2nd day of January, A. D., 1882, or again on or about the 4th day of said month and year, or at any other time, enter into or become a party to either or both of the agreements in said petition set forth, and it denies that it has any time or in any manner acquiesced in, observed, performed or carried out either or both of said agreements.

Defendant denies that it entered into or became a party to or carried out, observed or performed the said agreements in the manner alleged in said petition, or that it became a party to or carried out, observed or performed the said agreements or either of them in any form or manner whatsoever.

Defendant admits that prior to the dates of said agreements defendant's capital stock consisted of 35,000 shares of one hundred dollars each, and it avers that the amount of its capital stock and shares remain unchanged, and it alleges that its corporate powers, business and property are exercised, conducted and controlled solely by its Board of Directors, a majority of whom are citizens of the State of Ohio annually elected by its stockholders; and that dividends of its profits are regularly declared by its board of directors and paid to the holders of its stock appearing as such on its stock books; that it has always and still does maintain its independent corporate action, and ever has and still does manage its business through its board of directors in accordance with its charter, without injury to the public; but with benefit thereto by increasing the variety and quantity of the products of petroleum, improving their quality and greatly cheapening their price to the consuming public.

Defendant further answering says that it is informed and believes that on or about the dates alleged in said petition, to-wit, the 2nd

and 4th of January, 1882, the individuals named in said agreement being the same individuals who executed said agreement, and being then both in common and severally owners of all or of the greater part of the stocks of each of the corporations and limited
47 partnerships mentioned in said agreements, and owning other interests in the oil business in partnership, said corporations having been either organized by said individuals for the purpose of carrying on the oil business in its different branches in different localities and states, or the stocks thereof having been obtained by purchase with a like intent, did enter into the agreements set forth, and to facilitate the purpose therein set forth converting the said partnership interests into corporate interests and of so readjusting and consolidating the aforesaid corporate interests in the modes provided by the laws of the various states which require the assent of the stockholders thereto as to have the business in each state, so far as legally possible, conducted by one corporation in each state in which the business was located, did assign their stocks to trustees, the individuals named as trustees being prior to and at the date of said agreement absolute owners and holders of a large majority of said stocks, in said companies and in defendant company, and such absolute owners and holders, the said individuals long prior to the said agreement had the voting power and elected the directors of defendant company, and exercised such control of defendant company as a majority of stockholders legally may exercise, and avers that by virtue of said agreements and anything done thereunder said voting power and control was not and has not been in any manner altered, nor was it nor has it been vested in persons not entitled thereto by virtue of absolute ownership of stocks in defendant company. And defendant alleges that said agreements were agreements of individuals in their individual capacity and with reference to their individual property and were not nor were they designed to be corporate agreements, and defendant denies that said agreements have illegally affected it in its corporate capacity, or that defendant has permitted its corporate powers, business and property to be exercised, conducted and controlled in an illegal manner.

Defendant says by way of further answer and defense that if said action by said stockholders, in becoming parties to the several agreements alleged in the petition in their individual capacity and with reference to their individual property, shall be deemed and held by this court to have been the corporate act of defendant, and, if the signing by the said stockholders of the said several agreements as aforesaid shall be deemed and held by this court to be a cause for forfeiture of the charter of this defendant, then this defendant
48 says that such act was done and committed more than five years before the filing of the petition herein, and that the cause of action is therefore barred.

Wherefore defendant prays to be hence dismissed with judgment for its costs.

THE STANDARD OIL COMPANY,
By M. R. KEATH AND VIRGIL KLINE,
Its Attorneys.

THE STATE OF OHIO,
Cuyahoga County, ss:

Frank Rockefeller being first duly sworn says that he is the duly elected and qualified Vice-President of said defendant, a corporation duly organized and existing under and by virtue of the laws of said State; and that the allegations and averments in its foregoing answer contained are true as he verily believes.

FRANK ROCKEFELLER.

Subscribed and sworn to before me by the said Frank Rockefeller, this 9th day of February, A. D., 1891.

[SEAL.]

W. A. GALPIN,
Notary Public in and for Said County.

49 And afterwards on the 12th day of April, A. D., 1891, the following demurrer to answer was filed, to-wit:

50 In the Supreme Court of Ohio.

No. —.

THE STATE OF OHIO on Relation of DAVID K. WATSON, Attorney General, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Demurrer.

Now comes the plaintiff in this action and demurs to the answer of the defendant herein upon the ground that said answer does not state facts sufficient *yo* constitute a defense.

DAVID K. WATSON,
Attorney General.

And afterwards at January Term of said Supreme Court, A. D., 1891, to-wit, on Tuesday May 5th.

Ordered by the court that this cause be and the same is hereby assigned for hearing on demurrer to the answer, on October 8th, 1891. Plaintiff is required to file brief of August 1st, 1891, and defendant to file brief by October 1st, 1891.

And afterwards at January Term of said Supreme Court, A. D., 1892, to-wit, on Tuesday March 1st,

51 This cause came on to be heard upon the amended petition, the answer of the defendant thereto, and the demurrer of the plaintiff to said answer, and the arguments of counsel, on consideration whereof the court find that the defendant, the said corporation, has as alleged in the petition exercised the power, franchise and privilege of executing and performing the agreements set forth in the petition contrary to and without the authority of the laws of the

State of Ohio, and in violation of the law of its incorporation. Wherefore, it is ordered, adjudged and decreed, that the said corporation be and the same is hereby ousted from the power, franchise and privilege of making or entering into such agreements, or from performing the same directly or indirectly, that is to say, from the power, franchise or privilege of recognizing the transfers of its capital stock made upon its stock books by the owners thereof to the trustees provided for in the original agreement set forth in the petition dated January 2, 1882, and from the power, franchise or privilege of making like transfers in the future; also from the power, franchise or privilege of paying dividends to said trustees instead of the real owners of said shares; and also, from the power, franchise or privilege of permitting the said trustees instead of the real owners of said shares to vote the same at any election of the directors of said corporation or any of its officers; and from the power, franchise or privilege of permitting said trustees to control in any way the affairs of said corporation. It is further ordered that the defendant pay the costs of this action, and in default of such payment execution is awarded therefor.

52 And afterwards, to-wit, on November 8, 1897, the following Information for Contempt was filed:

53 In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. DAVID K. WATSON, Attorney General,
vs.
THE STANDARD OIL COMPANY.

Bill of Information in Contempt.

Now comes Frank S. Monnett, the duly elected, qualified and acting Attorney General of Ohio, and gives the court to understand and be informed that the defendant above named is and has been ever since the 10th day of January, 1870, a corporation formed and organized under the laws of the State of Ohio.

That in a certain action brought in this court entitled as above, upon pleadings duly filed with the clerk of this court and to which reference is now made, upon issues duly raised and after trial duly had before this court a certain judgment was duly pronounced and entered against the above named defendant of which judgment the following is a copy, to-wit:

"THE STATE ex Rel. etc.
vs.
THE STANDARD OIL COMPANY.

"This cause came on to be heard upon the amended petition, the answer of the defendant thereto, and the demurrer of the plaintiff to the said answer, and the arguments of counsel. On consideration whereof the court find that the defendant, the said corporation, has

as alleged in the petition exercised the power, franchise and privilege of executing and performing the agreements set forth in the petition, contrary to and without the authority of the laws of the State of Ohio, and in violation of the law of its incorporation. Wherefore, it is ordered, adjudged and decreed, that the said corporation be, and the same is, hereby ousted from the privilege of making or entering into such agreement or from performing the same, directly or indirectly, that is to say, from the power, franchise or privilege of recognizing the transfers of its capital stock made upon the stockholders by the owners thereof to the trustees provided for in the original
54 agreement set forth in the petition dated January 2, 1892, and from the power, franchise, or privilege of making like transfers in the future; also, from the power, franchise or privilege of paying dividends to the said trustees instead of the real owners of said shares; and also, from the power, franchise or privilege of permitting the said trustees instead of the real owners of said shares to vote the same at any election of the directors of said corporation or any of its officers, and from the power, franchise or privilege of permitting said trustees to control in any way the affairs of said corporation.

"It is further ordered that the defendant pay the costs of this action, and in default of such payment execution is awarded therefor."

That the agreements referred to in the above judgment, from the making and performance and recognition of which the said defendant corporation was ousted, appear in the original pleadings herein, to which reference is hereby made.

That the entering into and making of said agreements by the defendant were accompanied by the acts of the individual stockholders of the defendant, which acts of the said individual stockholders the court held constituted the corporate act of the said defendant (49 O. S., 137.)

And your relator shows and alleges that the said defendant, The Standard Oil Company, has ever since the entry of the said judgment, disobeyed the same and now disobeys it.

That in the trust agreements from the recognition and performance of which this defendant was ousted by this court, this defendant provided and agreed upon a plan, ostensibly to terminate said agreements and to liquidate its interests thereunder, which plan is set forth in Article No. 21 of the First Agreement, and is as follows:

"This trust shall continue during the life of the survivors and survivor of the trustees in this agreement named, and for twenty-one years thereafter; provided, however, that if at any time after the expiration of ten years, two-thirds of all the holders in value, or if after the expiration of one year, ninety per cent. of all the holders in value of trust certificates, shall at a meeting of holders of trust certificates called for that purpose, vote to terminate this trust at some time to be by them and there fixed, the said trust shall terminate at the
55 date so fixed. If the holders of trust certificates shall vote to terminate the trust as aforesaid, they may, at the same meeting, or at a subsequent meeting called for that purpose, decide by a

vote of two-thirds in value of their number, the mode in which the affairs of the trusts shall be wound up, and whether the trust property shall be distributed, or whether it shall be sold, and the values thereof distributed; or whether part, and if so what part, shall be divided, and what part shall be sold, and whether such sales shall be public or private. The trustees who shall continue to hold their offices for that purpose, shall make the distribution in the mode directed, or if no mode be agreed upon by two-thirds in value as aforesaid, the trustees shall make distribution of the trust property according to law. But said distribution, however made, and whether it be of property or values, or of both, shall be just and equitable and such as to insure to each owner of a trust certificate his due proportion of the trust property or the value thereof."

That notwithstanding said judgment and the fact that the same forbids the defendant from continuing to act under the said agreements, this defendant corporation through its stockholders, then represented by the holders of the certificates of the trustees of the said trust, and who, by said Article No. 21 of said First Agreement, were constituted their agents for that purpose, did, at a meeting of said certificate holders on the 21st day of March, 1892, nineteen days after the entry of said judgment of this court, at the office of the trustees of said trust pursuant to said Article 21 of the First Agreement, and as the relator is informed and believes, in view of said judgment of this court and in order to avoid real compliance with the same, agree to the following resolution, duly passed at such meeting, to-wit:

"Resolved that the agreement dated January 2, A. D., 1882, commonly known as The Standard Oil Trust Agreement, and the supplement thereto, dated January 4, 1882, be and are hereby terminated this 21st day of March, A. D., 1892, and further,

"Resolved, that the affairs of the trust shall be wound up by John D. Rockefeller, Henry M. Flagler, William Rockefeller, John D. Archbold, Benjamin Brewster, Henry H. Rogers, Wesley H. Tilford and O. B. Jennings, and the survivors or survivor of them, in the following manner:

"All property held by said trust, except stocks of corporations, shall be sold by said trustees at private sale, and the proceeds
56 thereof, together with any money belonging to the trust, shall be distributed to the owners of trust certificates according to their respective interests.

"All stocks of corporations held by said trustees shall be distributed to the owners of trust certificates in proportion to the respective equitable interest of said owners in the stocks so held in trust, as evidenced by said trust certificates; that is to say, each owner of trust certificate or certificates shall be entitled to deliver said certificate or certificates for cancellation, and to receive in lieu thereof an assignment of as many shares or fractions of shares in each of the corporations whose stocks are held in the said trust, as he is entitled to by virtue of said certificate or certificates; it being the intent and meaning of this resolution that the equitable interests in said stocks represented by trust certificates may thus on demand be converted

into legal interests represented by assignments and transfers of said stocks by said trustees to the parties entitled thereto, which transfers and assignments may be entered on the books of the several corporations upon the demand of the holders of said assignments, thereby merging or converting equitable ownership into legal ownership in said stocks. All purchases, sales, exchanges and cancellations of stocks, or agreements therefor, executed or executory, made by the trustees, during the existence of the trust, and all assents by said trustees as stockholders to purchasers, sales and exchanges of corporate property, and to the formation and winding up of corporations, and all other acts of the said trustees during the existence of the trust, are hereby ratified and confirmed.

"Resolved, that the trustees hereby appointed to wind up the trust, have power to act by a majority of their number, to fill any vacancy in their number and to sign all papers by one or more of their number as attorney or attorneys in fact, and that they report from time to time to the parties interested, all transactions had or done by virtue of these resolutions.

"Resolved that the power to vote upon any stocks then standing in the name of the trustees, shall cease at the end of four months from this date.

"Resolved, that personal notice of the adoption of these resolutions be given to all holders of stock certificates."

57 That said Article 21 of said agreement of 1882, though apparently providing a means for winding up the said trust and liquidating the interests reposed in it, was in fact drawn and entered into for the purpose, or at least is calculated to serve the purpose, of preserving and continuing the said trust or the real purposes and objects thereof under the name and guise of liquidation in the event of litigation threatening to declare or adjudge it illegal. And the said defendant corporation, by agreeing to said resolution made as aforesaid in pursuance of said Article 21 of said denounced agreement, disobeyed the aforesaid judgment of this court.

That the said defendant corporation has ever since it agreed to the said resolution, continued to act thereunder, to-wit: It has transferred upon its books, certificates of shares of its capital stock as aforesaid illegally deposited by it in said illegal trust and which have been received by it back from said illegal trust on return of the illegal trust certificates of the said trust, to the trust and the issuance of certificates of legal title by the trust therefor. And has issued corporate certificates for the amount of its capital stock required to cover the certificates of assignments of legal title to its stocks deposited under the said denounced agreements, issued by said trustees. And it has continued to leave in the hands of the said trustees the number of certificates of its capital stock deposited with the said trustees under the said denounced agreements not required to cover the aforesaid certificates of transfer of legal title issued and presented. The following is a copy of the certificate of assignment of legal title provided for by said resolution of March 21, 1892, which has been issued by the said trust and which this defendant has recognized:

Assignment of Legal Title No. —.

To stocks heretofore represented by — shares.

58 Standard Oil Trust.

Whereas, —— is the owner of the equitable title to 1-927500 of the amount of corporate stock held by the trustees of The Standard Oil Trust in each of the several corporations whose stocks were held by said trust on the first day of July, 1892, which equitable ownership was represented by — shares of Standard Oil Trust surrendered for cancellation.

Now, we, the trustees, in whose names the legal title of said stock stands, do hereby assign and transfer to ——, and his assigns, the legal title to the aforesaid amount of the said stock, and authorize the proper officers of the several corporations to transfer upon their books and to issue corporate certificates for the required amount of the respective capital stocks upon presentation and the cancellation of this assignment. The several corporations will issue stock certificates for whole shares, and script for f-actions of shares, and upon presentation of fractional share script sufficient for the purpose, certificates for whole shares will be issued. When transfer of stock upon the corporate books is desired by virtue of this assignment, it must be placed in the hands of an attorney in fact, both for the assignees and the undersigned trustees, and said attorney shall first obtain the proper certificate and script from all the several companies, and thereupon shall deliver the certificate to the trustee and the stock certificates and script to the party or parties entitled thereto.

JOHN D. ROCKEFELLER,
HENRY M. FLAGLER,
BENJAMIN BREWSTER,
WESLEY H. TILFORD,
WILLIAM ROCKEFELLER,
JOHN D. ARCHBOLD,
HENRY H. ROGERS,
Trustees.

H. M. FLAGLER,
Secretary.

W. H. TILFORD,
Attorney in Fact.

59 NEW YORK, ——, 18—.

On the back of each certificate is printed these words: "For value received — hereby assign the corporate stocks mentioned or referred to in the within assignment, and authorize their transfer upon the respective corporate books to —— —— or — assigns.

Dated ——, 189–."

Your relator is informed and believes that most, if not all, the certificates of stock of the defendant deposited with the said trustees under the said agreement of 1882, which have been transferred by the defendant on its books, have been transferred to the name or to the control of said trustees upon assignments of legal title made by themselves to themselves pursuant of said resolution of March 21, 1892.

That the remainder of the stock of the defendant not so transferred remains in the hands of said trustees under said agreements of 1882, and the defendant by so transferring its stock under the said resolution and issuing new certificates to said trustees personally or to their control and allowing the stock not so transferred to remain in the hands of said trustees under said agreements of 1882, enables the Standard Oil Trust still to control the defendant corporation contrary to the judgment of this court, and so enables it to continue the establishment "of a virtual monopoly of the business of producing petroleum, and of manufacturing, refining and dealing in it and all its products, throughout the entire country, and controlling its price," contrary to said judgment and decision of this court. (See 49 O. S., 185).

And your relator shows that, though this defendant in said resolution of March 21, 1892, joined in the resolve that the said agreements of 1882, known as the Standard Oil Trust, be terminated, it did not intend thereby to terminate the same, and they have not in fact been terminated. That the scheme adopted by the defendant in the said resolution of 1892 betrays the intention of the defendant to continue the agreements under the name and guise of liquidation.

That at the time of the adoption of the said resolution, all the stock of the defendant lay deposited in the hands of said trustees of the Standard Oil Trust, with the capital stock of at least thirty-nine other corporations likewise so deposited, altogether forming the basis for 972,500 shares of trust certificates of $100 each, issued by said trustees, aggregating the sum of $97,250,000, and each of said 972,500 shares covered by said certificates representing an equitable interest 1-972500 of the capital stock of this defendant.

That as each of the shares of said trust certificates represented an equitable interest in the stock of the defendant, it is necessary, in order to carry out the pretended scheme of liquidation, that each of said 972,500 shares shall be presented to the said trustees for assignment of legal interest before the corporate stock of the defendant can be withdrawn from the said trust created by said agreements of 1882.

The relator alleges that there is a vast outstanding mass of such shares of trust certificates which will never be presented under said scheme of pretended liquidation for cancellation and assignment of legal interest; that no holder of such shares of such trust certificates will be likely to present them unless the number will entitle him to receive under said scheme whole shares in the several corporate companies, because unless he receives whole shares he will not be entitled under said scheme to any dividends, and because such corporate shares and script have no market value. That in order to obtain whole shares in all the corporate companies to which his said trust stock entitles him to an equitable interest, and he cannot convert except into all, he must present a sufficient number of shares to entitle him to receive at least one whole share of stock in the corporation of the lowest share capitalization. And in order for the holder of such trust certificates to become a one share stockholder in all the corporations

in said trust, he must be possessed of 194½ shares of trust certificates, which at the present market price, requires the sum of $66,130.00.

Under these circumstances the relator alleges that no considerable conversion of trust certificates into corporate stock under said resolution beyond what has been made by said trustees of their own private certificates, can or will be made, and that the defendant corporation stands committed to an indefinite continuation of its connection with the illegal agreements from which it was declared ousted by said judgment of this court.

61 That nearly six years have elapsed since the pronouncement of the judgment of this court.

That by reason of the premises your relator states and alleges that the said defendant, the Standard Oil Company, has ever since March 2, 1892, and does now, notwithstanding the said judgments, continue to perform both directly and indirectly, under the said agreements, and has and does recognize the transfers of capital stock made upon its stock books to the trustees provided for in the said agreements, and has ever since the entry of said judgment, accounted for and paid dividends over to the said trustees, pursuant to said agreements. And that the said defendant has ever since the entry of said judgment, and does now, permit the said trustees to vote stock of the defendant at elections of its directors and officers. That such acts constitute a willful and flagrant contempt of the judgment, authority and dignity of this court.

Wherefore, your relator prays that a rule issue requiring the said defendant, The Standard Oil Company, to appear on a day to be named by this court, and show why it, its stockholders and directors, should not be adjudged to be in contempt for its disobedience to the judgment of this court, and for such further or other rules as to the court shall seem proper.

F. S. MONNETT,
Attorney General.

W. L. FLAGG,
E. B. KINKEAD,
Of Counsel.

62 And afterwards at January Term of said Supreme Court, A. D., 1897, to-wit: November 9th, 1897:

Entry Allowing Rule.

The Attorney General of Ohio having filed herein information in contempt it is ordered that a rule be issued herein directing and requiring that the defendant file its answer to such charge of contempt in this court on or before the 15th day of January, 1898, and show cause why it and its stockholders and officers should not be punished for contempt as charged in said information, and that the defendant be forthwith served with a copy of this order and of said information by the sheriff of Cuyahoga County, Ohio.

And afterwards, to-wit, on November 19th, A. D., 1897, the following writ, including a copy of information and of the rule of contempt were issued, directed to the Sheriff of Cuyahoga County for service forthwith.

63 *Rule in Contempt.*

STATE OF OHIO,
City of Columbus:

Supreme Court of Ohio, January Term, 1897.

To the Sheriff of Cuyahoga County, Ohio: You are hereby commanded to notify the Standard Oil Company that on the 8th day of November, 1897, the Attorney General of Ohio filed in this court an Information in Contempt, charging the said Standard Oil Company with contempt in violating the order of this court on the 1st day of March, 1892, in the case of The State of Ohio ex rel. Attorney General D. K. Watson vs. The Standard Oil Company, a copy of which said information is as follows, to-wit:

64 In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. DAVID K. WATSON, Attorney General,
vs.
THE STANDARD OIL COMPANY.

Bill of Information in Contempt.

Now comes Frank S. Monnett, the duly elected, qualified and acting Attorney General of Ohio, and gives the court to understand and be informed that the defendant above named is and has been ever since the 10th day of January, 1870, a corporation formed and organized under the laws of the State of Ohio.

That in a certain action brought in this court entitled as above, upon pleadings duly filed with the clerk of this court and to which reference is now made, upon issues duly raised and after trial duly had before this court a certain judgment was duly pronounced and entered against the above named defendant of which judgment the following is a copy, to-wit:

"THE STATE ex Rel. etc.,
vs.
THE STANDARD OIL COMPANY.

"This cause came on to be heard upon the amended petition, the answer of the defendant thereto, and the demurrer of the plaintiff to the said answer, and the arguments of counsel. On consideration whereof the court find that the defendant, the said corporation, has as alleged in the petition exercised the power, franchise and privi-

lege of executing and performing the agreements set forth in the petition, contrary to and without the authority of the laws of the State of Ohio, and in violation of the law of its incorporation. Wherefore, it is ordered, adjudged and decreed, that the said corporation be, and the same is, hereby ousted from the privilege of making or entering into such agreement or from performing the same, directly or indirectly, that is to say, from the power, franchise or privilege of recognizing the transfers of its capital stock made upon the stockholders by the owners thereof to the trustees provided for in
65 the original agreement set forth in the petition dated January 2, 1882, and from the power, franchise, or privilege of making like transfers in the future; also, from the power, franchise or privilege of paying dividends to the said trustees instead of the real owners of said shares; and also, from the power, franchise or privilege of permitting the said trustees instead of the real owners of said shares to vote the same at any election of the directors of said corporation or any of its officers; and from the power, franchise or privilege of permitting said trustees to control in any way the affairs of said corporation.

"It is further ordered that the defendant pay the costs of this action, and in default of such payment execution is awarded therefor."

That the agreements referred to in the above judgment, from the making and performance and recognition of which the said defendant corporation was ousted, appear in the original pleadings herein, to which reference is hereby made.

That the entering into and making of said agreements by the defendant were accompanied by the acts of the individual stockholders of the defendant, which acts of the said individual stockholders the court held constituted the corporate act of the said defendant. (49 O. S., 137).

And your relator shows and alleges that the said defendant, The Standard Oil Company, has ever since the entry of the said judgment, disobeyed the same and now disobeys it.

That in the trust agreements from the recognition and performance of which this defendant was ousted by this court, this defendant provided and agreed upon a plan, ostensibly to terminate said agreements and to liquidate its interests thereunder, which plan is set forth in Article No. 21 of the First Agreement, and is as follows:

"This trust shall continue during the life of the survivors and survivor of the trustees in this agreement named, and for twenty-one years thereafter; provided, however, that if at any time after the expiration of ten years, two-thirds of all the holders in value, or if after the expiration of one year, ninety per cent. of all the holders in value of trust certificates, shall at a meeting of holders of trust certificates called for that purpose, vote to terminate this trust at some time to be by them and there fixed, the said trust shall terminate at
66 the date so fixed. If the holders of trust certificates shall vote to terminate the trust as aforesaid, they may, at the same meeting, or at a subsequent meeting called for that purpose, decide by a vote of two-thirds in value of their number, the mode in which the affairs of the trusts shall be wound up, and whether the trust property shall

be distributed, or whether it shall be sold, and the values thereof distributed; or whether part, and if so what part, shall be divided, and what part shall be sold, and whether such sales shall be public or private. The trustees who shall continue to hold their offices for that purpose, shall make the distribution in the mode directed, or if no mode be agreed upon by two-thirds in value as aforesaid, the trustees shall make distribution of the trust property according to law. But said distribution, however made, and whether it be of property or values, or of both, shall be just and equitable and such as to insure to each owner of a trust certificate his due proportion of the trust property or the value thereof."

That notwithstanding said judgment and the fact that the same forbids the defendant from continuing to act under the said agreements, this defendant corporation through its stockholders, then represented by the holders of the certificates of the trustees of the said trust, and who, by said Article No. 21 of said First Agreement, were constituted their agents for that purpose, did, at a meeting of said certificate holders on the 21st day of March, 1892, nineteen days after the entry of said judgment of this court, at the office of the trustees of said trust pursuant to said Article 21 of the First Agreement, and as the relator is informed and believes, in view of said judgment of this court and in order to avoid real compliance with the same, agree to the following resolution, duly passed at such meeting, to-wit:

"Resolved that the agreement dated January 2, A. D., 1882, commonly known as The Standard Oil Trust Agreement, and the supplement thereto, dated January 4, 1882, be and are hereby terminated this 21st day of March, A. D., 1892, and further,

"Resolved, that the affairs of the trust shall be wound up by John D. Rockefeller, Henry M. Flagler, William Rockefeller, John D. Archbold, Benjamin Brewster, Henry H. Rogers, Wesley H. Tilford and O. B. Jennings, and the survivors or survivor of them, in the following manner:

"All property held by said trust, except stocks of corpora-
67 tions, shall be sold by said trustees at private sale, and the proceeds thereof, together with any money belonging to the trust, shall be distributed to the owners of trust certificates according to their respective interests.

"All stocks of corporations held by said trustees shall be distributed to the owners of trust certificates in proportion to the respective equitable interest of said owners in the stocks so held in trust, as evidenced by said trust certificates; that is to say, each owner of trust certificate or certificates shall be entitled to deliver said certificate or certificates for cancellation, and to receive in lieu thereof an assignment of as many shares or fractions of shares in each of the corporations whose stocks are held in the said trust, as he is entitled to by virtue of said certificate or certificates; it being the intent and meaning of this resolution that the equitable interests in said stocks represented by trust certificates may thus on demand be converted into legal interests represented by assignments and transfers of said stocks by said trustees to the parties entitled thereto, which

transfers and assignments may be entered on the books of the several corporations upon the demand of the holders of said assignments, thereby merging or converting equitable ownership into legal ownership in said stocks. All purchases, sales, exchanges and cancellations of stocks, or agreements therefor, executed or executory, made by the trustees, during the existence of the trust, and all assents by said trustees as stockholders to purchasers, sales and exchanges of corporate property, and to the formation and winding up of corporations, and all other acts of the said trustees during the existence of the trust, are hereby ratified and confirmed.

"Resolved, that the trustees hereby appointed to wind up the trust, have power to act by a majority of their number, to fill any vacancy in their number and to sign all papers by one of more of their number as attorney or attorneys in fact, and that they report from time to time to the parties interested, all transactions had or done by virtue of these resolutions.

"Resolved that the power to vote upon any stocks then standing in the name of the trustees, shall cease at the end of four months from this date.

"Resolved, that personal notice of the adoption of these resolutions be given to all holders of stock certificates."

68 That said article 21 of said agreement of 1882, though apparently providing a means for winding up the said trust and liquidating the interests reposed in it, was in fact drawn and entered into for the purpose, or at least is calculated to serve the purpose, of preserving and continuing the said trust or the real purposes and objects thereof under the name and guise of liquidation in the event of litigation threatening to declare or adjudge it illegal. And the said defendant corporation, by agreeing to said resolution made as aforesaid in pursuance of said Article 21 of said denounced agreement, disobeyed the aforesaid judgment of this court.

That the said defendant corporation has ever since it agreed to the said resolution, continued to act thereunder, to-wit: It has transferred upon its books, certificates of shares of its capital stock as aforesaid illegally deposited by it in said illegal trust and which have been received by it back from said illegal trust on return of the illegal trust certificates of the said trust, to the trust and the issuance of certificates of legal title by the trust therefor. And has issued corporate certificates for the amount of its capital stock required to cover the certificates of assignments of legal title to its stocks deposited under the said denounced agreements, issued by said trustees. And it has continued to leave in the hands of the said trustees the number of the certificates of its capital stock deposited with the said trustees under the said denounced agreements not required to cover the aforesaid certificates of transfer of legal title issued and presented. The following is a copy of the certificate of assignment of legal title provided for by said resolution of March 21, 1892, which has been issued by the said trust and which this defendant has recognized:

Assignment of Legal Title No. —.
To stocks heretofore represented by — shares.

69 Standard Oil Trust.

Whereas, —— is the owner of the equitable title to 1-972500 of the amount of corporate stock held by the trustees of The Standard Oil Trust in each of the several corporations whose stocks were held by said trust on the first day of July, 1892, which equitable ownership was represented by —— shares of Standard Oil Trust surrendered for cancellation.

Now, we, the trustees, in whose names the legal title of said stock stands, do hereby assign and transfer to ——, and his assigns, the legal title to the aforesaid amount of the said stock, and authorize the proper officers of the several corporations to transfer upon their books and to issue corporate certificates for the required amount of the respective capital stocks upon presentation and the cancellation of this assignment. The several corporations will issue stock certificates for whole shares, and script for f-actions of shares, and upon presentation of fractional share script sufficient for the purpose, certificates for whole shares will be issued. When transfer of stock upon the corporate books is desired by virtue of this assignment, it must be placed in the hands of an attorney in fact, both for the assignees and the undersigned trustees, and said attorney shall first obtain the proper certificate and script from all the several companies, and thereupon shall deliver the certificate to the trustee and the stock certificates and script to the party or parties entitled thereto.

JOHN D. ROCKEFELLER,
WILLIAM ROCKEFELLER,
HENRY M. FLAGLER,
JOHN D. ARCHBOLD,
BENJAMIN BREWSTER,
HENRY H. ROGERS,
WESLEY H. TILFORD,
Trustees.
H. M. FLAGLER, *Secretary.*
W. H. TILFORD, *Attorney in Fact.*

70 NEW YORK, —— —, 18—

On back of each certificate is printed these words:

"For value received —— hereby assign the corporate stocks mentioned or referred to in the within assignment, and authorize their transfer upon the respective corporate books to —— or —— assigns.

Dated ——, 189—."

Your relator is informed and believes that most, if not all, the certificates of stock of the defendant deposited with the said trustees under the said agreement of 1882, which have been transferred by the defendant on its books, have been transferred to the name or to the control of said trustees upon assignments of legal title made by themselves to themselves pursuant to said resolution of March 21, 1892. That the remainder of the stock of the defendant not so transferred remains in the hands of said trustees under said agreements of 1882, and the defendant by so transferring its stock under the said resolution and issuing new certificates to said trustees person-

ally or to their control and allowing the stock not so transferred to remain in the hands of said trustees under said agreements of 1882, enables the Standard Oil Trust still to control the defendant corporation contrary to the judgment of this court, and so enables it to continue the establishment "of a virtual monopoly of the business of producing petroleum, and of manufacturing, refining and dealing in it and all its products, throughout the entire country, and controlling its price," contrary to said judgment and decision of this court (See 49 O. S., 185).

And your relator shows that, though this defendant in said resolution of March 21, 1892, joined in the resolve that the said agreements of 1882, known as the Standard Oil Trust, be terminated, it did not intend thereby to terminate the same, and they have not in fact been terminated. That the scheme adopted by the defendant in the said resolution of 1892 betrays the intention of the defendant to continue the agreements under the name and guise of liquidation.

That at the time of the adoption of the said resolution, all the stock of the defendant lay deposited in the hands of said
71 trustees of the Standard Oil Trust, with the capital stock of at least thirty-nine other corporations likewise so deposited, altogether forming the basis for 972,500 shares of trust certificates of $100 each, issued by said trustees, aggregating the sum of $97,250,000, and each of said 972,500 shares covered by said certificates represented an equitable interest 1-972500 of the capital stock of this defendant.

That as each of the shares of said trust certificates represented an equitable interest in the stock of the defendant, it is necessary, in order to carry out the pretended scheme of liquidation, that each of said 972,500 shares shall be presented to the said trustees for assignment of legal interest before the corporate stock of the defendant can be withdrawn from the said trust created by said agreements of 1882.

The relator alleges that there is a vast outstanding mass of such shares of trust certificates which will never be presented under said scheme of pretended liquidation for cancellation and assignment of legal interest; that no holder of such shares of such trust certificates will be likely to present them unless the number will entitle him to receive under said scheme whole shares in the several corporate companies, because unless he receives whole shares he will not be entitled under said scheme to any dividends, and because such corporate shares and script have no market value. That in order to obtain whole shares in all the corporate companies to which his said trust stock entitles him to an equitable interest, and he cannot convert except into all, he must present a sufficient number of shares to entitle him to receive at least one whole share of stock in the corporation of the lowest share capitalization. And in order for the holder of such trust certificates to become a one share stockholder in all the corporations in said trust, he must be possessed of 194½ shares of trust certificates, which at the present market price, requires the sum of $66,130.00.

Under these circumstances the relator alleges that no considerable

conversion of trust certificates into corporate stock under said resolution beyond what has been made by said trustees of their own private certificates, can or will be made, and that the defendant corporation stands committed to an indefinite continuation of its connection with the illegal agreements from which it was declared ousted by said judgment of this court.

72 That nearly six years have elapsed since the pronouncement of the judgment of this court.

That by reason of the premises your relator states and alleges that the said defendant, the Standard Oil Company, has ever since March 2, 1892, and does now, notwithstanding the said judgments, continue to perform both directly and indirectly, under the said agreements, and has and does recognize the transfers of capital stock made upon its stock books to the trustees provided for in the said agreements, and has ever since the entry of said judgment, accounted for and paid dividends over to the said trustees, pursuant to said agreements. And that the said defendant has ever since the entry of said judgment, and does now, permit the said trustees to vote stock of the defendant at elections of its directors and officers. That such acts constitute a willful and flagrant contempt of the judgment, authority and dignity of this court.

Wherefore, your relator prays that a rule issue requiring the said defendant, The Standard Oil Company, to appear on a day to be named by this court, and show why it, its stockholders and directors, should not be adjudged to be in contempt for its disobedience *to* the judgment of this court, and for such further or other rules as to the court shall seem proper.

F. S. MONNETT,
Attorney General.

W. L. FLAGG,
E. B. KINKEAD,
Of Counsel.

73 And that this court on the 9th day of November, 1897, ordered that a rule be issued herein directing that the defendant file its answer to said charge of contempt on or before the 15th day of January, 1898, and show cause why it and its stockholders and officers should not be punished for contempt, which said order is as follows:

"The Attorney General of Ohio having filed herein Information in Contempt, it is ordered that a rule be issued herein directing and requiring that the defendant file its answer to such charge of contempt in this court on or before the 15th day of January, 1898, and show cause why it and its stockholders and officers should not be punished for contempt as charged in said Information, and that the defendant forthwith be served with a copy of this order and said Information by the sheriff of Cuyahoga County, Ohio."

You will make due service of this writ forthwith upon its execution and return thereof to this court on or before the 22nd day of November, 1897.

Witness my hand and the seal of said Supreme Court, this 9th day of November, A. D. 1897.

(Signed) JOSIAH B. ALLEN,
Clerk of Supreme Court of Ohio,
[SEAL.] By JOHN P. DANA, *Deputy.*

And afterwards, to-wit, — said writ was returned and filed, endorsed: "The defendant hereby acknowledges the service of the within writ and hereby enters its appearance herein. The Standard Oil Company, By Kline, Carr, Tolles & Goff, Its Attorneys.

74 And afterwards, to-wit, on January 15, 1898, the following answer was filed:

75 *Answer of Defendant.*

Answer in Contempt. Filed Jan. 15, 1898.

Now comes The Standard Oil Company, heretofore required by order of this court to appear herein and file its answer to the information in contempt herein against it, and by way of answer to said information and of showing cause why it should not be attached for contempt herein, says, it admits that heretofore, in this action, there was pronounced by this court the decree a copy of which is in said information set forth; that the agreements referred to in said judgment appear in the original pleadings upon which said judgment was rendered; that the making of said agreements was accomplished by the acts of individual stockholders of the defendant, and that the court adjudged said acts, coupled with the acts of this company thereunder, to be its corporate acts; that Article No. 21 of the first trust agreement in said pleadings set forth is correctly quoted in said information; that the holders of certificates issued to them by the trustees of said trust did, at a meeting of such certificate holders, held on the 21st day of March, 1892, adopt and pass certain resolutions, which are correctly set forth in said information; that the liquidating trustees appointed by said resolutions, whenever trust certificates have been surrendered to them, have, from time to time, issued to certificate holders thus surrendering, assignments of the trustees' title to corporate stocks of the general form in said information set forth, each share surrendered representing 1-972500 of the corporate stocks theretofore held by the trustees under said first trust agreement, and that this defendant, on the presentation to it of such assignments, has, from time to time, issued to the holders its own certificates to the number of shares of its capital stock to which such assignments represent the ownership; but, except as hereinafter qualified, it denies each and every other averment in said information contained.

Further answering, this defendant says, that upon the pronouncing by this court of its former judgment herein, this defendant was confronted with the necessity of adjusting its business to comply with the requirements of said decree; that the said trust agreements had been in existence for more than ten years at that time; that the

transfers of all its capital stock by the various then holders thereof to the trustees of said trust had been made the like length of time before; that under said agreements, the stockholders of all other corporations who had joined in said agreements, had also transferred their several stocks to the same trustees, and the stockholders of this company, together with the stockholders of said other companies, had received from the trustees certificates representing their
75½ several proportions of ownership in the aggregate of all the stocks so held by said trustees; that the certificates thus issued were transferable by endorsement, had acquired a market value, and passed from hand to hand at such values; that some of the stockholders of this defendant who had joined in said original transfers, had, sold and transferred all their interests in said trust property by the sale and transfer of the trust certificates owned by them, and had no longer any interest therein, or in the stock of this defendant; that an enormous number of persons, not original stockholders in this defendant, had, by their purchase and ownership of such certificates, in the open market, as well as by the original exchange under said trust agreement, become interested in the stock of this defendant; that others of its original stockholders, by purchase and sale, had become interested therein in other and different proportions from the interests held by them at the time of said original transfers; that their various equitable interests in the stock of this defendant were evidenced by trust certificates, the legal title to the defendant's said stock remaining in said trustees; that a large quantity of such certificates was pledged as collateral with, and held as investments by, savings banks and other financial institutions throughout the United States, so that it was impossible for this defendant to determine the real ownership of its stock and the real interests of the various parties interested therein, except as such interests were evidenced by their several holdings of such trust certificates, and by giving to each holder of trust certificates such a proportion of its capital stock as the certificate held by him bore to the entire issue of outstanding certificates; that in addition thereto, since the original transfer, ten years before, of the shares of the capital stock of this defendant, and during the management of said trustees, a large accumulation of surplus had been made, so that at the time of said decree its assets were largely in excess of its capitalization, and in the form of surplus earnings not yet divided among the holders of the trust certificates; that the only method open to this defendant of withdrawing from said trust and of distributing its stock and assets among the parties entitled thereto, was to distribute its said surplus among the holders of said certificates, and to distribute its said shares of stock, as soon as it could regain possession of same, in the like manner; that the only method in which it could make distribution of said surplus so as to reach said certificate holders, was through said trustees, and the only method in which it could make distribution of its shares of stock was to take the evidence of ownership afforded by the trustees' certificates and issue to holders of such certificates, as the same might be presented, the proportionate share of the stock of this defendant to which such holdings would respectively entitle them.

That thereupon this defendant submitted to this court, in an in-

formal session held at chambers, at which hearing were present the then Attorney-General of the State and the former Attorney-General of the State, who had conducted said litigation to that point,
76 as well as counsel for the defendant, the difficulties attendant, upon withdrawal from said trust agreement and the distribution among the persons entitled thereto of its said surplus accumulated under the management of said trustees, as well as the issuance and distribution of its capital stock among the various equitable owners thereof, and its conclusion that the only way in which it could accomplish the same was by the distribution of said surplus, through the trustees, among the holders of trust certificates, and the issuance of its capital stock to the various owners thereof whose ownership was evidenced by their holdings of trust certificates, and received the sanction of this court thereto; and on the 17th day of March, 1892, in pursuance of such plan, it made distribution, through the trustees aforesaid, of its said surplus.

That following this action in the premises, the holders of said trust certificates, at said meeting of March 21st, 1892, in which meeting this defendant in no wise participated, adopted and passed the resolution, in the information herein set forth, for the dissolution of said trust and the distribution of its property among its large number of certificate holders, such action being taken, as this defendant believes and avers, in good faith, for the purpose of terminating said trust; but the defendant denies any knowledge of, or responsibility for, the purpose and effect of the resolution to end the trust, except in so far as said resolution provided a mode by which this defendant, which had ceased to recognize the trustees as its stockholders, could substitute in their place the beneficiaries whom said trustees had represented. And defendant alleges that for that purpose, the method adopted was wise and practical and in fulfillment of the judgment of this court.

That this defendant thereafter, to-wit, on November 28th, 1892, procured from said trustees under said first agreement a return of the certificates of its capital stock theretofore issued to them; that it has never re-issued said certificates, nor any portion thereof, to said trustees, nor have the said trustees since held any of the capital stock of this defendant in their names; that this defendant has, from time to time since that date, upon presentation to it of evidence of their ownership in its capital stock, such evidences being in the form of the assignments aforesaid, issued direct to persons presenting the same the proportionate part of its capital stock to which they were so entitled, and in this manner has issued to the several individual holders thereof much more than half of its entire capital stock; that the remainder thereof is still unissued, though this defendant is at all times ready and willing to issue the same as rapidly as it can ascertain the persons entitled thereto; that this defendant has made no issue of its capital stock, or any part thereof, except as above recited, but holds the remainder of its capital stock until the persons so entitled thereto can be discovered and their shares issued to them.

That as the number of trust certificates outstanding at the date of dissolution was 972,500, and the defendant's capital was
77 $3,500,000, represented by 35,000 shares, it followed that the assignment of 27 shares of trust certificates entitled the holder

to a fraction over one share of the stock of this company, scrip being issued for fractions of shares, and the presentation of sufficient scrip entitling the holder to a certificate for a full share.

Defendant says that a portion of the stock transferred upon its books as aforesaid from the trustees to the legal owners, has been transferred to individuals who were trustees, but a large part to others entitled thereto as holders of such assignments of title.

Defendant denies that its course was, or is, calculated to enable the Standard Oil Trust still to control defendant and to continue a virtual monopoly of the oil business, and avers that the Standard Oil Trust absolutely ceased to control the defendant, and if, as defendant is informed and believes, the resolution ending said trust has been adhered to, the Standard Oil Trust absolutely ceased to control any and all companies whose stock it held, but became dissolved from and after the 21st of March, 1892.

Defendant refers to its answer in the original case, in which it stated that the individuals named as trustees were, prior to and at the date of said agreements absolute owners and holders of a large majority of said stocks in defendant company, and as such absolute owners and holders, the said individuals, long prior to said agreements had the voting power and elected the directors of defendant company, and exercised such control of defendant company as a majority of the stockholders legally may exercise. And defendant avers that the individuals who acted as trustees under the trust agreements were at the date of said agreements, during all the time of the continuance of said trust, at the time of its dissolution, and are at this date, the absolute owners of a large majority of the stock of defendant; that whatever control the individuals who were trustees have over other companies, they have by virtue of their absolute ownership of the majority of the corporate stocks thereof, just as they have in this defendant, and, so far as this defendant is concerned, such control will continue after every share of its stock has been transferred, a result over which this defendant has no power or control, so long as it is to be governed by a majority of its stockholders.

That the said defendant has not, since the entry of the judgment aforesaid, in any other wise than is hereinbefore set forth, recognized said transfers of its capital stock to said trustees, or made any transfers of any kind whatsoever to them, or paid dividends to them, nor has it permitted said trustees to vote its said stock (none being held by them) at any of its elections or stockholders' meetings, nor has it permitted the said trustees in any maner or wise to interfere with or control its affairs, but its officers have, from time to time, been elected by the direct vote of its individual stockholders, and at all meetings of its said stockholders have said individual members, and no others, been permitted to vote.

78 Wherefore, defendant, having fully answered herein, prays to be hence dismissed with its costs.

THE STANDARD OIL COMPANY,
By KLINE, CARR, TOLLES & GOFF,
Attorneys.

THE STATE OF OHIO,
Cuyahoga County, ss:

Virgil P. Kline, being duly sworn, says that he is one of the attorneys of record of the defendant herein, The Standard Oil Company, a corporation, and that the averments of its foregoing answer are true as he verily believes.

VIRGIL P. KLINE.

Subscribed and sworn to by said Virgil P. Kline before me, this 14th day of January, 1898.

[SEAL.]

H. O. JONES,
Notary Public.

79 And afterwards, to-wit, on January 28, 1898, the following reply and interrogatories were filed:

80 *Reply of Relator and Interrogatories.*

And now comes Frank S. Monnett, Attorney-General of the State of Ohio and for reply to the answer of the defendant herein says:

Your relator says that all acts done by the defendants under and by virtue of Article 21 of said original agreement, as set forth by defendant in its answer, were contrary to and in contempt of the decree and judgment of this court; that this court has no power to aid the said defendant in any act done by or participated in by it under said Article 21, and cannot in any wise consider the said act so done or permitted to be done by said trustees of the said Standard Oil Trust, with reference to the stock of defendant under said Article 21; and this court has no power to sanction any of said acts after they have been done and performed; that this court cannot aid any of the original stockholders of defendant; that is, any who were stockholders prior to the entering into of said trust agreements, and more especially this court cannot aid any persons who have bought the said trust certificates issued by said trustees under said trust agreements, since the making and entering into of said trust agreements, or since the judgment of this court, who have by their said purchase secured an undivided or pro rata interest in the stock of this defendant; nor can this court sanction or approve the acts of this defendant in adjusting the alleged rights of said persons, holders of said trust certificates, in the stock or assets of the defendant.

Your relator says that if any of the trust certificates of the said Standard Oil Trust, representing an undivided part in said defendant's stock, have, as alleged by defendant, been pledged with savings banks and other financial institutions throughout the United States, they are illegal and this court has no power or authority to take any action concerning the same, nor to aid the defendant in so doing, nor to sanction any acts of the defendant with reference thereto.

Your relator says that all the surplus accumulated during the life of said trust, in excess of its capital stock in the form of surplus earnings, as alleged by the defendant, and remaining in the hands of the said trustees of the Standard Oil Trust, was money accumu-

lated by said trust, and this defendant as a member thereof under the said unlawful or denounced trust agreements, and contrary to law.

Your relator denies that the only way in which said defendant could make distribution of its said surplus and its said share of its capital stock, or to withdraw from said trust, was, as alleged by defendant, through the said trustees of said Standard Oil Trust.

81 Your relator says that, by reason of the unlawfulness of the acts of this defendant under the said Article 21 of said trust agreement, as hereinbefore alleged, and set forth in the answer of said defendant,—this court did not, upon the pronouncement of the judgment of this court, at the time alleged by defendant when it submitted to the alleged difficulties attending the dissolution of said trust to this court, have power to consider the same, nor did this court sanction at that time, nor since, directly or indirectly, the acts of said defendant aforesaid, neither that stated in the answer of defendant, nor any other as to any action or proposed action, or omission to act on the part of the defendant as to said trust agreements. Nor has this court power now to consider or approve the same.

Your relator denies that said defendant submitted to this court the alleged difficulties attendant upon its withdrawal from said trust agreements, and the distribution among the persons entitled thereto of its said surplus accumulations under the management of said trust funds, or the issuance or distribution of its capital stock among the various equitable owners thereof, and its conclusion as to the plan for accomplishing this result as alleged by defendant; and relator further denies that this court sanctioned the same.

Your relator denies, as alleged by defendant in its answer, that it has ceased to participate in said trust, or that it has ceased to recognize the said trustees under said trust agreements, but on the contrary, says that this defendant has ever since the 21st day of March, 1892, the date of the resolution to end said trust, allowed and permitted at least one-half of its stock of its members and stockholders, as admitted by defendant in its answer, to remain in the hands of said trustees of said trust—(and that the transfer of the other half to said trustees themselves, being, as alleged in the information herein, merely a nominal transfer)—that defendant has participated in all of the acts performed by the said trustees under and by virtue of said Article 21 of said trust agreement, and have received and accepted the benefits derived therefrom: that said trustees of the Standard Oil Trust elected themselves as liquidating trustees under said Article 21 of said trust agreement, and have been acting as such liquidating trustees since March 21, 1892, and have been exercising precisely the same powers as they did before the passage of said resolution of March 21, 1892, and have been representing, as such liquidating trustees, the said one-half of the members and stockholders of the defendant, (the said trustees themselves holding the other half of the stock aforesaid as a part of their pretended scheme of liquidation as before alleged), and that instead of winding up the said trust as contemplated and provided by said resolution of March 21, 1892, and instead of this defendant's obey-

ing the judgment and order of this court, the said trustees of said Standard Oil Trust have been operating and conducting said trust in precisely the same manner as they were previous to the
82 judgment of said court, and the defendant has acquiesced therein by permitting and allowing one-half its stock to remain in fact in the hands of said trustees in the manner hereinbefore alleged; that the said pretended liquidating trustees have never made an official report in their capacity as said trustees to the defendant nor to the other constituent companies composing said trust, nor to the individual certificate holders under said trust, but have gone right along as though no change had ever been made; that since the passage of the said resolution of March 21, 1892, aforesaid, and since the judgment of this court aforesaid, the said liquidating trustees holding the stock of one-half of the members of the defendant, and the other half themselves individually, as hereinbefore alleged, acting and operating in truth and in fact under said trust agreements without regard to said resolution of March 21, 1892, have largely increased the capitalization of a number of the corporations composing said trust, and have added several new home and foreign corporations thereto, and have issued certificates called assignments of legal title, in lieu of the original certificates since said resolution of March 21, 1892, and since the judgment of this court, signed by themselves as liquidating trustees, which said certificates or assignments of legal title were intended and do in truth and in fact answer or serve the same purpose and accomplish the same results as did the original trust certificates, and call for and represent an equitable or pro rata interest in all of the original composing said trust, formed under said original trust agreements, and the said several new corporations added thereto as aforesaid, and that said assignments of legal title so issued by said liquidating trustees since the resolution of March 21, 1892, and since the judgment of this court, entitle the owners and holders thereof to a pro rata share in the capital stock of the defendant company, and are daily bought, sold and transferred upon the open market, selling at 227 points more than they did on March 21, 1892, and this defendant acquiesces in and permits all of these aforesaid acts to be done; that since March 21, 1892, the said trustees of said Standard Oil Trust have paid twenty-three (23) quarterly dividends of three per cent., and have paid forty-five per cent. in specials, or one hundred and fourteen per cent. total, or an aggregate of $110,865,000.00, and these dividends have been paid upon certificates representing pro rata shares in the capital stock of the defendant, in precisely the same manner as was done previous to the judgment of this court. And the defendant has participated therein and permitted the same to be done.

Your relator says that the mere manual transfer from the trustees under said trust, to the defendant, of its original corporate stock, and its willingness to re-issue the same to persons entitled thereto by virtue of ownership of the said assignments of legal title, upon presentation to it of the evidence of ownership of its capital stock in the form of said trust certificates or assignments of legal title, as

alleged by defendant, does not comply with the judgment of
83 this court, or free or sever the connections of said defendant from said Standard Oil Trust; that the acts of the defendant as alleged by it, in re-issuing its corporate stock to holders of said trust certificates, in the form of whole shares, and in the form of corporate scrip, or fractions of shares as alleged by defendant, is unlawful and in direct violation of the judgment of this court.

And your relator, not being able to more fully reply, files herewith and the annexes hereto, certain interrogatories pertinent to the issues made by the pleadings herein; and your relator therefore prays, as in the information herein, and further asks that John D. Rockefeller, president of the defendant corporation, be required to answer said interrogatories hereto annexed, under oath, plainly and fully, according to law.

F. S. MONNETT,
Attorney-General of Ohio.
E. B. KINKEAD,
W. L. FLAGG,
Of Counsel.

Interrogatories to be Answered by John D. Rockefeller.

First Interrogatory. Are you president of the Standard Oil Company of Ohio, and have you been since its organization in 1870?

Second Int. Were you not a director in The South Improvement Company, and was said company not a part and parcel of, and directly connected with the defendant company in and through certain important rebate contracts made in 1872 with The New York Central and Hudson River Railroad Company, The Pennsylvania Railroad Company, and The Erie Railway Company?

Third Int. Are you now president of the Standard Oil Trust, and have you not been since its organization in January, 1882?

Fourth Int. State in what constituent companies of the Standard Oil Trust as represented by trust certificates, have you been since 1882, an official, and in what capacity, giving dates of your entry therein, and ending of same.

Fifth Int. Give the names and addresses of all the stockholders of the defendant company, and the amount of stock held and owned by each one of them on the first day of January, 1882; and give the names and addresses of all persons who received trust certificates of the Standard Oil Trust in exchange therefor, and the amount or number of shares received by each.

Sixth Int. Who were the stockholders of the Standard Oil Company of Ohio on the date of decree in this action, and also on January 1, 1893? Give names and addresses of each.

84 Seventh Int. Give names and addresses of owners or holders of corporate stock of defendant company, at date of filing of this complaint, November 9, 1897; state number of shares held by each stockholder.

Eighth Int. Give names and addresses of the directors of the defendant company on March 2, 1892, and names and addresses of di-

rectors of said defendant company on November 9, 1897. Are any of said directors, directors or stockholders of the constituent companies mentioned in the pleadings in this action? If so, state what companies, years during which, and length of time each of said directors have held positions in said constituent companies.

Ninth Int. Give the number and amount and value of the certificates of the Standard Oil Trust held by each of said directors of defendant during each of the years since the entering of this decree, March 2, 1892, including November 9, 1897.

Tenth Int. Give names and addresses of all holders of trust certificates of the Standard Oil Trust or so many of them as you, as such trustee or director, or officer of any of said companies, or trustee of said trust, are able to furnish, as held on March 2, 1892; also as held on November 9, 1897.

Eleventh Int. How many constituent companies or individual interests are represented in the Standard Oil Trust, certificates or stock ownership in the Standard Oil Trust, certificates that were in existence at the date of this decree, March 2, 1892; also all outstanding trust certificates referred to in said answer in the contempt proceedings, and also all certificates of assignments of legal title that have not as yet been presented for redemption or conversion into original stock? Give names of such constituent companies, their capital stock, the names of the individuals composing their corps of officers, and the names of the directors of each; the number and amount of the trust certificates of the Standard Oil Trust held by each of said directors and officers on March 2, 1892, and on November 9, 1897.

Twelfth Int. Give the names and addresses of the original liquidating trustees referred to in the answer of the defendant corporation herein. State the names and addresses of the present liquidating trustees so referred to. State what duties they performed and are required to perform; when and where have they met since the order of this court, March 2, 1892; have they any records of the minutes or proceedings of such meetings? If so, attach certified copies of such meetings to your answer herein. If you have not the minutes of such meetings, what has become of them?

Thirteenth Int. When and where, if at all, did such liquidating trustees referred to in defendant's answer, claiming to act under Article 21 of said trust agreement, report their proceedings? Will you attach a certified copy of such report?

85 Fourteenth Int. Does not the defendant company, and has it not ever since the decree of this court, made reports directly or indirectly to an office in common with all constituent companies composing said Standard Oil Trust, and substantially the same set of officers, at a general office or offices at No. 26 Broadway, New York City? Name the officers of such general office at No. 26 Broadway, New York City, and state how the same are maintained; whether from the proceeds of said Standard Oil Trust, or from such constituent companies; whether the proceedings or earnings of the defendant company, either directly or indirectly, contribute to the support of said officers and the maintenance of said office.

Fifteenth Int. Is there an office or an officer of said office, to which

said constituent companies, or any of them, make reports, that are paid directly or indirectly by said constituent companies of said Standard Oil Trust, at the present time or at any time since said decree was entered?

Sixteenth Int. Has there been any of the trust certificates of the Standard Oil Trust, described in your answer herein, turned into the defendant company for the purpose of being transferred into the corporate stock of the defendant company since the original decree March 2, 1892? If so, state the names or owners and number of shares of stock so transferred, dates of such transfers, from whom such transfers were received, and to whom transferred.

Seventeenth Int. In your answer you state that on the 17th day of March, 1892, in pursuance of such plans, the Standard Oil Trust, or its trustees, made distribution of its accumulated surplus. Please state the amount of said surplus so referred to therein. State to whom it was distributed; give names and addresses and amounts turned over or distributed to each of said persons. Was all of said surplus distributed? If not, how much was left undistributed, and what became of the balance undistributed; in whose hands is it now? Was such distribution made in money, or was it made in stocks of any corporation or corporations, or in the issuance of additional trust certificates? Give nature and kind of such assets so distributed. State what is the source of value, and what the elements of value that enter into and compose the trust certificates of the Standard Oil Trust. State in what manner the owner or owners of the original trust certificates or their transferees of such trust certificates that have not as yet been redeemed or re-transferred, receive their dividends or ratable proportions of the earnings of the defendant company. Who is the distributing officer? Who keeps record of such owner or holders? Give name of officer and location of his office.

Eighteenth Int. When and where and how often since the original decree of March 2, 1892, have directors and officers been elected for the defendant company? Give the names of such directors and officers, place of their election for each year on and after the date of said decree. Give the number of shares of stock held by each
86 of said directors and officers, and to whom transferred, if any, on and after March 2, 1892, up to and including November 9, 1897. Give a list of the electors or voters, and their residences, including their names and addresses, of all such voters that participated in the election of such directors at each of said annual meetings. Give the amount of stock in the various constituent companies composing the Standard Oil Trust, as well as the number of certificates of stock of the Standard Oil Trust owned by each of said directors so elected and holding the office during the years from March 2, 1892, to and including November 9, 1897.

Ninteenth Int. What kind of proceedings were taken on or about November 28, 1892, by which defendant company "procured from said trustees under said first agreement, a return of the certificates of its capital stock theretofore issued to them," and attach to your answer to these interrogatories a copy of all such proceedings so taken by defendant company.

Twentieth Int. In whose name or names, and amount of shares

each, were re-transfers made from the original trustee holders of the defendant company's corporate stock on or about November 28, 1892, and has there been any change since that time in said holdings?

Twenty-first Int. To whom, when, and amount of shares each, has there been issued any corporate stocks of defendant company, on or about November 28, 1892, and at any time since?

Twenty-second Int. State total amount of surplus money in the hands of the Standard Oil Trust, or its representative officials, on or about January 1, 1892, and also how much immediately after payment of the trust dividend of December 15, 1897.

Twenty-third Int. Give the surplus money in the hands of each and every constituent company, corporation and limited partnerships, as represented by trust certificates of the Standard Oil Trust, on or about January 1, 1892; and how much after the payment of their last dividends, stating when such dividends were declared and paid, and the total amount of each, and whether said dividends were turned over in each and every case to an official representing the Standard Oil Trust.

Twenty-fourth Int. State the name and addresses and the amount of original Standard Oil Trust certificates that were in the hands of holders on December 15, 1897, and the amount of dividends paid to each at that time; also state names and addresses and the amount of Standard Oil Trust certificates known as "Assignment of Legal Title" in the hands of holders on December 15, 1897, and the dividends paid to each at that time.

Twenty-fifth Int. State total amount of corporate stock returned from the trustees of the Standard Oil Trust to defendant company on November 28, 1892, and if any previously so returned, state the total amount of same and when and by whom as individually held
87 and also state whether any of the corporate stocks of the defendant company have ever been cancelled since the first or original transfer to the trustees of the Standard Oil Trust.

Twenty-sixth Int. Has there been any cancellation or destruction of Standard Oil Trust certificates representing any part of said corporate stocks of defendant company?

88 And afterwards, to-wit, on February 26, 1898, the following answers to interrogatories were filed:

89 *Answers to Interrogatories.*

John D. Rockefeller, answering the interrogatories in above case, says:

1st Int. I have been president of the Standard Oil Company of Ohio since its organization in 1870.

2d Int. I was elected a director in the South Improvement Company, but never acted as such director. The South Improvement Company never did any business, and was not directly or indirectly connected with the defendant, the Standard Oil Company.

3d Int. I was chairman of the Standard Oil Trust from its organization in 1882 until its dissolution in March 1892. On the 21st day of March, 1892, by vote of the certificate holders, said trust was

dissolved. I was named as one of the liquidating trustees, and have ever since acted in that capacity. A copy of the proceedings had at the time of the dissolution of said trust is hereto annexed, marked "Exhibit A," and made a part of this answer.

4th Int. I was a director of the Atlantic Refining Company from May 25th, 1892, to March 7th, 1893. I have been a director of the Standard Oil Company of Indiana, the Standard Oil Company of New York, and the Standard Oil Company of New Jersey, from 1892 to the present time.

5th Int. Answer to this interrogatory appears in the schedule hereto annexed, marked "5th Interrogatory." The persons named in said schedule, who were stockholders in the Standard Oil Company of Ohio, are the persons who signed the Standard Oil Trust agreement and the persons named in Section 1, place 2d, of the said agreement. They were the owners of all the stocks of the corporations and limited partnerships, mentioned in Section 1, place 1st, of the said agreement, and also owners of part of the stocks of all the corporations and limited partnerships mentioned in Section 1, place 3d, of said agreement, and certificates amounting to 700,000 shares were issued to them, as above stated, for stocks of all of said companies, by them owned.

90 6th Int. The stockholders of the Standard Oil Company of Ohio, on the date of the decree in this section, were:

John D. Rockefeller	New York.
Frank Rockefeller	Cleveland.
F. B. Squire	Cleveland.
Chas. W. Harkness	Cleveland.

Trustees of Standard Oil Trust.

The stockholders of the said company on the 1st day of January, 1893, were:

John D. Rockefeller	New York.
Frank Rockefeller	Cleveland.
F. B. Squire	Cleveland.
L. H. Severance	Cleveland.
Chas. W. Harkness	New York.
William Rockefeller	New York.
H. M. Flagler	New York.
Benj. Brewster	New York.
H. H. Rogers	New York.
John D. Archbold	New York.
W. H. Tilford	New York.
O. B. Jennings	New York.
Walter Jennings	New York.
Esther J. Jennings	New York.
Helen G. Jennings	New York.
Oliver G. Jennings	New York.
Emma B. Auchincloss	New York.
Anna B. Jennings	New York.
Oliver H. Payne	New York.
Executors of Chas. Pratt	Brooklyn, N. Y.

The persons above named owned and held certificates for 17,805 and a fraction shares of said company, and the remaining 17,194 and fraction shares were at that date unissued, the trustees having surrendered the shares owned by them. The unissued stock belonged to the persons who still held trust ce-tificates.

7th Int. The names and addresses of owners of corporate stock of defendant company on November 9th, 1897, are as follows:

John D. Rockefeller		New York.
Martin Snider		Cleveland.
Frank Rockefeller		Cleveland.
F. B. Squire		Cleveland.
L. H. Severance		Cleveland.
Chas. W. Harkness		New York.
	William Rockefeller	New York.
91	H. M. Flagler	New York.
	Benj. Brewster	New York.
H. H. Rogers		New York.
John D. Archbold		New York.
W. H. Tilford		New York.
Walter Jennings		New York.
Esther J. Jennings		New York.
Oliver G. Jennings		New York.
Emma B. Auchincloss		New York.
Annie B. Jennings		New York.
Oliver H. Payne		New York.
Estate of Chas. Pratt		Brooklyn, N. Y.
Helen J. James		New York.
A. M. McGregor		New York.
Samon V. Harkness		Greenwich, Ct.
W. L. Harkness		Bellevue, O.

The number of shares held by them was 17,806.

8th Int. The names and addresses of the directors of the defendant company on March 2, 1892, were:

John D. Rockefeller	New York.
Frank Rockefeller	Cleveland.
F. B. Squire	Cleveland.
L. H. Severance	Cleveland.
Chas. W. Harkness	Cleveland.

The names and addresses of the directors of said company on November 9th, 1897, were:

John D. Rockefeller	New York.
Frank Rockefeller	Cleveland.
F. B. Squire	Cleveland.
Martin Snider	Cleveland.
A. M. McGregor	New York.

John D. Rockefeller is a director in the following companies:
Standard Oil Company, of Indiana, from April 4th, 1892.
Standard Oil Company, of New Jersey, from May 5th, 1892.
Standard Oil Company, of New York, from March 31st, 1892.
He was a director in the Atlantic Refining Company, of Pennsylvania, from May 25th, 1892, to March 7th, 1893.

9th Int. After the entry of the decree in this case, on March 2d, 1892, all the trust certificates owned and held by me were converted, pursuant to the terms of the decree, into stock of the Standard Oil Company, of Ohio, as well as into stocks of the various constituent companies of the trust. The amount thereof, to-wit, 240,085
92 shares, so converted, entitled me to hold 9,244 shares of the capital stock, of the par value of $100 each, in the Standard Oil Company, of Ohio. That amount I still hold. As to the number and value of certificates held by other directors of the defendant company during any of said years, I am not informed.

11th Int. The number of constituent companies represented in the Standard Oil Trust at the time of its dissolution was twenty. The number of outstanding certificates of stock ownership was 972,500. The number of trust certificates now outstanding is about 223,000. The number of liquidating certificates outstanding is about 4,247, and the number of assignments of legal title outstanding is about 150,000, making a total of 377,247. The number — each of the certificates and assessments outstanding cannot be given exactly since the date of the last quarterly report, but the total, 377,247, is exact.

The liquidating certificates were issued temporarily pending the engraving of plates and printing of assignments of legal title, since then nothing but assignments of legal title have been issued.

The names of the twenty companies and their capital stock are as follows:

The Anglo-American Oil Co., Limited	$5,000,000
The Atlantic Refining Co	5,000,000
The Buckeye Pipe Line Co	10,000,000
The Eureka Pipe Line Co	5,000,000
Forest Oil Co	5,500,000
Indiana Pipe Line Co	1,000,000
National Transit Co	25,455,200
New York Transit Co	5,000,000
Northern Pipe Line Co	1,000,000
Northwestern Ohio Natural Gas Co	3,278,500
The Ohio Oil Co	2,000,000
The Solar Refining Co	500,000
Southern Pipe Line Co	5,000,000
South Penn Oil Co	2,500,000
Standard Oil Co., Indiana	1,000,000
Standard Oil Co., Kentucky	1,000,000
Standard Oil Co., New Jersey	10,000,000
Standard Oil Co., New York	7,000,000
Standard Oil Co., Ohio	3,500,000
Union Tank Line Co	3,500,000

There has been no change in companies or capitalization since the dissolution.

The names of the officers and directors of these various companies, with the amount of the trust certificates held by each of the said directors and officers, I have not the information which will enable me to state, further than I have already stated in reply to former interrogatories.

93 12th Int. The names and addresses of the original liquidating trustees were:

John D. Rockefeller	New York.
Henry M. Flagler	New York.
Benjamin Brewster	New York.
Oliver B. Jennings	New York.
Henry H. Rogers	New York.
John D. Archbold	New York.
W. H. Tilford	New York.
William Rockefeller	New York.

O. B. Jennings and Benjamin Brewster have died, and the vacancies have been filled by O. H. Payne, Charles W. Harkness and Chas. M. Pratt.

The liquidating trustees have had, since the dissolution of the property in 1892, no duties to perform except to call in the trust certificates and to issue assignments of legal title in their stead. They receive dividends and distribute them to the beneficiaries who have not yet surrendered their certificates and received their corporate stocks. Those who surrender their certificates for corporate stocks receive their dividends direct from the companies, and have no further connection with the trustees. The liquidating trustees have received no dividends from the defendant company and have no connection with it whatever, having surrendered their stock. The liquidating trustees have no power of voting or of control of any of the companies, consequently they do no business whatever except as aforesaid. They meet at 26 Broadway, New York, quarterly, and have records of such meetings, copies of which are hereto attached, omitting resolutions passed on the death of Mr. Jennings and of Mr. Brewster.

13th Int. The liquidating trustees have made but two reports. One was a printed report of the distribution of all the property except stocks, and a copy is hereto attached. The other was a verbal report made at a meeting of the certificate holders on the 13th day of September, 1893, showing progress in the conversion of certificates. No copy of this report was placed on the minutes. The progress made in vesting the legal title in the beneficiaries of the trust appears in the copy of the liquidating trustees' minutes hereto attached.

14th Int. The defendant company does not, and has not, since the decree of this court, made reports directly or indirectly to an office in common with all constituent companies composing such Standard Oil Trust, at 26 Broadway, New York City, and it makes no reports, so far as I am aware, except to its own directors. There

is no such general office at 26 Broadway, New York City, and no officers such as referred to in said interrogatory.

94 15th Int. The companies referred to in this interrogatory have, since the cancellation of the trust agreement, made reports only to their own officers.

16th Int. Since March 2d, 1892, there have been 595,253 shares of trust certificates cancelled, and stocks of defendant company have been distributed to the holders thereof to the extent of 20,119 shares. The names of the persons to whom such stocks have been transferred and who are now stockholders of the defendant company, are: H. M. Flagler, John D. Archbold, W. H. Tilford, John D. Rockefeller, Chas. W. Harkness, Wm. Rockefeller, Benjamin Brewster, O. B. Jennings, Esther J. Jennings, Helen G. Jennings, O. G. Jennings, H. H. Rogers, Emma B. Auchincloss, Annie B. Jennings, Charles Pratt, O. H. Payne, J. L. Kemper, Chas. Lockhart, A. M. McGregor, Estate of Josiah Macy, J., V. Everett Macy, C. M. Pratt, E. T. Bedford, Chas. F. G. Heye, H. C. Folger, Jr., W. L. Harkness, H. A. Hutchins, John S. Kennedy, James M. Constable, Daniel O'Day, Samon V. Harkness, Wm. T. Wardwell, J. H. Alexander, Chas. M. Chapin, Hugh J. Jewett, Jos. Seep, H. Mellville Hanna, Salome M. Jones, Lewis S. Thompson, William P. Thompson, Mary E. Thompson, Elizabeth T. Preston, Frank Rockefeller, F. B. Squire and Martin Snider.

17th Int. The liquidating trustees did make a distribution of its accumulated surplus and all of its assets except the stocks of companies. This distribution was resolved upon May 16th, 1892, and was made June 15th, 1892, as per copy of report hereto attached. The distribution was to all the holders of trust certificates, pro rata, and included all the surplus except a small amount deemed necessary to meet the obligations and expenses of the liquidating trustees. A small surplus has always been carried for that purpose. The surplus retained after distribution and payment of dividends has never exceeded $115,000, and has for several years not exceeded $10,000.

No trust certificates have been issued since the liquidating trustees have been appointed, and assignments to legal title have only been issued for trust certificates cancelled, excepting the temporary issue of liquidating certificates as aforesaid. The source of value of the trust certificates is the value of the stock certificates to which the holders of trust certificates have title.

The owners of the trust certificates not yet redeemed do not receive any dividends or earnings of the defendant company.

The defendant company has made no distribution of earnings since the dissolution of the trust.

18th Int. Since the decree of March 2d, 1892, directors and officers have been elected for the defendant company annually at the office of the Standard Oil Company at Cleveland, Ohio, as follows:

95 January 2d, 1893—
J. D. Rockefeller,
F. Rockefeller,
H. M. Flagler,
F. B. Squire,
L. H. Severance,

were chosen directors by a vote of stockholders representing 17,805 shares of stock. The names of the stockholders voting are not entered on the minutes, but they will be seen by referring to the answer to Interrogatory 7.

At a meeting of the directors, held at the same place on the 9th day of January, 1893, Mr. J. D. Rockefeller was elected president; Frank Rockefeller, vice president; F. B. Squire, secretary, and H. L. Severance, treasurer.

At a meeting of the stockholders, held on the 2d day of January, 1894, at the same place, the same persons were elected directors, the number of votes cast for each being 17,804, the persons voting being the same.

At a meeting of the directors, held at the same place on January 2d, 1894, the same officers were elected.

At a meeting of stockholders, held at the same place on the 7th day of January, 1895, the directors elected were:

J. D. Rockefeller,
A. M. McGregor,
Frank Rockefeller,
L. H. Severance,
F. B. Squire,

the number of votes cast being 17,804, the persons voting being those before mentioned.

At a meeting of the directors, held at the same place February 6th, 1895, the same officers were elected.

A meeting of stockholders was held at the same place on the 6th day of January, 1896, and adjourned from time to time until the 15th day of April, 1896, because those owning a majority of the stock of the company were not present. On the said 15th day of April, 1896,

J. D. Rockefeller,
Frank Rockefeller,
A. M. McGregor,
Martin Snider,
F. B. Squire,

were elected directors, the number of votes cast being 17,796.

At a meeting of the directors, held on the 27th day of April, 1896, J. D. Rockefeller was elected president; Frank Rockefeller, vice president; F. B. Squire, secretary, and Martin Snider, treasurer.

96 At a meeting of the stockholders, held at the same place, on the 4th day of January, 1897, the same persons were elected directors, the number of votes cast being 17,796.

At a meeting of the directors, held on the same day at the same place, the same officers were elected.

At a meeting of the stockholders, held on the 3d day of January, 1898, the same directors were elected, the number of votes cast being 20,119. The names of the voters were:

J. D. Rockefeller,
Frank Rockefeller,
L. H. Severance,
F. B. Squire,
Chas. W. Harkness,
Wm. Rockefeller,
Samon V. Harkness,
Wm. L. Harkness,
Chas. Lockhart,
Chas. F. G. Heye,
E. T. Bedford,
H. C. Folger, Jr.,

H. M. Flagler,
J. D. Archbold,
H. H. Rogers,
W. H. Tilford,
Esther J. Jennings,
Walter Jennings,
Oliver G. Jennings,
Annie B. Jennings,
E. B. Auchincloss,
Oliver H. Payne,
Est. Chas. Pratt,
Helen J. James,
A. M. McGregor,
C. M. Pratt,
V. Everett Macy,
Est. J. Macy, Jr.,
W. H. Macy, Jr.,
H. A. Hutchins,
J. S. Kennedy,
J. M. Constable,
Daniel O'Day,
Elmira D. Brewster,
Mary B. Jennings,
Geo. S. Brewster,
Fred'k Brewster,
Robert S. Brewster.

At a meeting of the directors, held at the same place, on the 3d day of January, 1898, the same officers were elected.

19th Int. By advice of the company's attorneys, the trustees were requested to return for cancellation and reissue, to the proper owners, the certificates of stock held by them as trustees. There are no formal proceedings of record with respect thereto, but in compliance with such request, the trustees did return for cancellation the certificates of all the stocks held by them. No part of the stock so surrendered has been reissued to the trustees, but the defendant company still retains the certificates so surrendered. Since such surrender it has from time to time issued of said stock that portion thereof more specifically set forth in answer No. 16, aggregating more than four-sevenths of its entire capital stock, to which individual owners of trust certificates, who have surrendered the same, have been entitled. The remainder is still in the hands of the defendant company and unissued, but held subject to the demand of its rightful owners, and from time to time stock is being issued therefrom.

97 20th and 21st Int. The names of the parties to whom the defendant's stock was transferred in 1892, and also of its present stockholders, have already been given.

22d Int. I have stated in answer to 17th interrogatory as fully as I have information about surplus carried. The surplus after payment of dividend December 15th, 1897, was $7,476.13.

24th Int. I cannot state the exact amount of certificates of the different kinds outstanding, except at the dates of the quarterly reports which have already been given, which are summarized in the schedule hereto attached and marked Exhibit "X," as has also the date and amount of dividends paid. The names and addresses of holders I am unable to give.

25th Int. All of the stock held by the trustees was returned November 28th, 1892. Soon after, 474,619 shares of Standard Oil Trust certificates were cancelled, and 17,805 shares of defendant's corporate stock issued for the same. All of the corporate stock of the defendant issued to the original trustees has been cancelled, and 21,357 shares of said stock have been reissued to the parties entitled thereto. The remainder of the 35,000 shares remains to be issued when the proper assignments of title are presented for that purpose.

26th Int. Up to the present time, 595,253 shares of Standard Oil Trust certificates have been cancelled, and 21,357 shares of corporate

stock of defendant, and a like proportion of the stock of the other nineteen companies issued therefor, also scrip for fractions aggregating sixteen shares.

JOHN D. ROCKEFELLER.

STATE OF NEW YORK,
County of New York, ss:

J. D. Rockefeller, being by me first duly sworn, saith, the facts set forth above are true, as he verily believes.

JOHN D. ROCKEFELLER.

Sworn and subscribed before me this —— day of February, A. D. 1898.

JOHN BENSINZT,
Notary Public for Kings County.

Certificate filed in New York Co.

98 EXHIBIT "A."

Dissolution of Standard Oil Trust—Proceedings of Meeting Held at 26 Broadway, New York City, March 21, 1892.

The following notice of the time, place and purpose of the meeting was mailed to all holders of trust certificates, and published in a newspaper in every State in which a Standard Oil Company exists, ten days before the meeting:

Notice.

A special meeting of the holders of Standard Oil Trust certificates will be held at the office of the trust, No. 26 Broadway, in the city of New York, on Monday, March 21, 1892, at 11 o'clock a. m., for the purpose of voting upon a resolution to terminate the trust agreement, in accordance with the terms of said agreement, and to take such further action as may be thereby rendered necessary.

H. M. FLAGLER, *Secretary.*

The meeting was called to order at 11 a. m. John D. Rockefeller was chosen chairman, and John D. Archbold, secretary.

After the secretary had read the call for the meeting, S. C. T. Dodd offered the following resolution, which was seconded by Alexander E. Orr:

"Resolved That the agreement dated January 2, A. D. 1882, commonly known as the Standard Oil Trust agreement, and the supplement thereto dated January 4, 1882, be and are hereby terminated this 21st day of March, A. D. 1892, and further

"Resolved, That the affairs of the trust shall be wound up by John D. Rockefeller, Henry M. Flagler, William Rockefeller, John D. Archbold, Benjamin Brewster, Henry H. Rogers, Wesley H. Tilford and O. B. Jennings, and the survivors or survivor of them, in the following manner:

"All property held by said trust, except stocks of corporations, shall be sold by said trustees at private sale, and the proceeds thereof, together with any money belonging to the trust, shall be distributed to the owners of trust certificates according to their respective interests.

"All stocks of corporations held by said trustees shall be distributed to the owners of trust certificates in proportion to the respective equitable interests of said owners in the stocks so held in trust, as evidenced by said trust certificates; that is to say, each owner of trust certificate or certificates shall be entitled to deliver said certificate or certificates for cancellation, and to receive in lieu thereof an assignment of as many shares or fractions of shares in each of the corporations, whose stocks are held in the said trust, as he is enti-
99 tled to by virtue of said certificate or certificates; it being the intent and meaning of this resolution that the equitable interest in said stocks represented by trust certificates may thus on demand be converted into legal interests represented by assignments and transfers of said stocks by said trustees to the parties entitled thereto, which transfers and assignments may be entered on the books of the several corporations upon the demand of the holders of said assignments, thereby merging or converting equitable ownership into legal ownership in said stocks. All purchases, sales, exchanges and cancellation of stocks, or agreements therefor executed or executory, made by the trustees during the existence of the trust, and all assents by said trustees as stockholders to purchase, sales and exchanges of corporate property, and to the formation and winding up of corporations, and all other acts of the trustees during the existence of the trust, are hereby ratified and confirmed.

"Resolved, That the trustees hereby appointed to wind up the trust have power to act by a majority of their number, to fill any vacancies in their number, and to sign all papers by one or more of their number as attorney or attorneys in fact, and that they report from time to time to the parties interested all transactions had or done by virtue of these resolutions.

"Resolved, That the power to vote upon any stocks then standing in the name of the trustees shall cease at the end of four months from this date.

"Resolved, That personal notice of the adoption of these resolutions be given to all holders of trust certificates."

Mr. Dodd spoke in favor of the resolution as follows:

"Something over ten years ago a few individuals owning stocks in a number of corporations, engaged in transporting and refining oil, entered into an agreement by which their stocks were placed in the hands of trustees, and certificates were issued by said trustees showing the amount of each owner's equitable interest in the stocks so held in trust. This was not done in order to vest the voting power in the hands of a few persons, because the persons chosen as trustees then held, and always have held the voting power by virtue of their absolute ownership of a majority of the stocks. It was not done to reduce competition, because the companies whose stocks were placed in trust were not competing companies, and could not be so long as their stocks were owned by these few persons. It was not done to

limit production or to increase prices, but on the contrary was done to increase production, cheapen cost of manufacture, and to lower prices, and it has been successful in that object far beyond the anticipations of those who originated the plan. It was called a trust, because it was a trust in the sense in which the word was then understood. It vested a fiduciary obligation in a few for the benefit of many, and the trustees thus created have faithfully observed the trust confided in them.

"Other persons, however, found this trust plan a convenient one, and it is alleged that it has been adopted for and adapted to purposes quite different from those which actuated the framers of this trust. Whether these allegations be true or false, it is true that a trust is now defined to be a combination to suppress competition, and to reduce production, and to increase prices. Public opinion has not unwisely been aroused against combinations for such purposes, and legislation of more or less severity and rather more than less peculiarity, has been directed against them in seventeen or eighteen states of the Union. All such arrangements are now miscalled trusts, and all trusts are popularly supposed to partake of the same nature. For this reason, if for no other, it should be seriously considered whether this trust should not be terminated. So long as it exists, misconception of its purposes will exist.

"But another reason exists which seems to make it desirable to dissolve this trust. Some two years ago a quo warranto, issued in the name of the State of Ohio against the Standard Oil Company, a corporation of the State of Ohio, setting forth this trust agreement and alleging that that corporation, by becoming a party thereto, had done an act beyond its power, and thereby had forfeited its charter. The defendant corporation denied that it was a party to the agreement, and alleged that the agreement was on its face, and plainly, an agreement only between individuals, owners of corporate stocks, relating to their personal property, and was neither made by the corporation nor for the corporation. The court, however, held that the agreement was a corporate agreement, and decreed, among other things, that the corporation must cease to permit trustees to vote upon stocks held in trust.

"As this agreement was not entered into as a corporate agreement, and as this decision gives it an effect quite different from the intent of the parties who entered into it, it seems better to end it. Fortunately the agreement provides a method for its termination.

"I read Section 21 of the trust agreement:

"'(21.) The trust shall continue during the lives of the survivors and survivor of the trustees in this agreement named, and for twenty-one years thereafter; provided, however, that if at any time after the expiration of ten years, two-thirds of all the holders in value, or if after the expiration of one year, ninety per cent. of all the holders in value of trust certificates shall, at a meeting of holders of trust certificates called for that purpose, vote to terminate this trust at some time to be by them then and there fixed, the said trust shall terminate at the date so fixed. If the holders of trust certificates shall vote to terminate the trust as aforesaid, they may, at the same meeting, or at a subsequent meeting called for that purpose, decide

by a vote of two-thirds in value of their number, the mode in which the affairs of the trust shall be wound up, and whether the
101 trust property shall be distributed or whether part, and if so, what part shall be divided and what part sold, and whether such sales shall be public or private. The trustees, who shall continue to hold their offices for that purpose, shall make the distribution in the mode directed, or, if no mode be agreed upon by two-thirds in value, as aforesaid, the trustees shall make distribution of the trust property according to law. But said distribution, however made, and whether it be made of property or values, or of both, shall be just and equitable, and such as to insure to each owner of a trust certificate his due proportion of the trust property or the value thereof.'

"In accordance with that method this meeting has been called for the purpose of voting upon the question of terminating this trust, and also to decide upon the mode in which its affairs shall be wound up. The resolution which has been read provides that the trust shall terminate to-day—that the trustees shall continue to hold their office for the purpose of winding up its affairs—that all property held by the trust, except stocks of corporation, shall be sold, and the proceeds divided pro rata, and that the stocks shall be divided pro rata.

"This can only be done by the trustees assigning to each one the legal title to the interest now represented by his trust certificates, which transfer may be entered upon the proper corporate books when demanded by the assignee. The trust certificates are evidences of equitable title in stocks, the legal title to which is vested in the trustees. It is proposed to convert this equitable title into the legal title. Your interests will be the same as now. The various corporations will continue to do the same business as heretofore, and your proportion of their earnings will not be changed. You will understand that A will not get stock in one corporation and B in another. Each one will get his due proportion in the stocks of all.

"Some change has taken place and is taking place in the capitalization of various companies in order to facilitate the distribution of their stocks, and in order that the stocks shall represent, as nearly as possible, actual capital, the same now represented by the certificates. Smaller companies have been and will be wound up, and will go out of existence. The shares finally distributed will not represent so large a number of companies as has been represented in the trust, but they will represent the entire interest held by the trustees. The resolution asks for the ratification of the acts of the trustees in this regard. I think their successful and just management of this trust for the last ten years entitles them to this vote of confidence. The interests of every stockholder, no matter how small, has been protected, and will be protected until the trust affairs are fully ended.

"You will understand that these stocks now stand on the books of the various corporations in the names of the trustees, and so long as they so stand no other persons can vote at corporate meetings.
102 To end this voting power to-day would leave the voting power in no one. When the stocks are transferred upon the books to the actual owners, the voting power will vest in them. A reasonable time must be allowed for this change, and the resolution fixes it at four months. It is expected by that time that a majority of

the stocks will be transferred on the books of the corporation, and the voting power will afterwards be exercised by the absolute owners and not by the trustees.

"The difficulty in effecting this change in a business of such magnitude is considerable, and time must be allowed the liquidating trustees to mature their plans. Any expression upon that subject to-day would be premature, and it is hoped that those who have for ten years past found their faith in these trustees not misplaced, will still feel assured that everything possible will be done to protect the interest of each and all, and that the same care that is taken by the individuals named as trustees of their own large interests will be taken as well of the interests of the smaller shareholders."

Alexander E. Orr, in seconding the resolutions, spoke as follows:

"Mr. Chairman, I rise to express my very great regret that the need has come for the resolutions offered by Mr. Dodd. While the Standard Oil Company has more, very much more, than met the expectations of its stockholders, it has been to the whole community in this country and elsewhere a great public good; how great very few of us comprehend. It has minimized the cost of production and given to the richest and the poorest alike a magnificent light at a bagatelle of cost that comes within the reach of all. I affirm without hesitation that this trust, which is now declared to lack legal construction, has been, during the period of its existence, a great boon to the people of the whole United States, and indeed I may add to the civilized and even uncivilized countries of the old world.

"I am not going to extol its management except to say that it has been my observation in a somewhat lengthened business career that when I am shown a corporation that gives its stockholders and the public satisfaction, I can point to men of energy, intelligence and strict integrity who are invariably holding its helm. But the law of the land has said that from the standpoint of late legislative enactments the Standard Oil Trust has not now a legal existence and therefore must be dissolved. We are law-abiding citizens, and when our courts have spoken we respectfully and promptly bow to the decree, and it is for this reason that I ask to second the resolution.

"And yet, gentlemen, there is a side to these proceedings that gratifies me as I am sure it will you. With very great pleasure I recognize in Mr. Dodd's resolutions the names of the men proposed as our trustees in winding up the affairs of this corporation to be the same who have piloted the oil business throughout its exist-
103 ence into its splendid proportions of to-day. If this large assemblage of stockholders will cast a unanimous vote for their election it will not only be an expression of our thanks for what they have done for us in the past, a renewal of our confidence in the judgment and integrity both present and future, but an expectancy on our part, certified to them in this practical manner, that the outcome of their labors will be an able protection of our interests and in our opinion productive of the very best results. I move, sir, that we now proceed to ballot on the resolutions."

The voting on the resolution was by ballot, and the tellers announced the vote as follows:

For the resolution, 808,504 shares.

Against the resolution, no shares.

Whereupon John D. Rockefeller, chairman, announced that more than two-thirds of the stockholders in value having voted in favor of the resolution it was adopted, and the agreement constituting the Standard Oil Trust was terminated.

A motion to adjourn was then made and carried.

JOHN D. ROCKEFELLER, *Chairman.*

J. D. ARCHBOLD, *Secretary.*

104 EXHIBIT "B."

Fifth Interrogatory— JANUARY 1ST, 1882.

Name.	Address.	S. O. Co., Ohio, certificates owned Jan. 1st, 1882.	No. of shares trust certificates issued.
W. C. Andrews	Cleveland, O	990	19,800
Charles Pratt	Brooklyn, N. Y	2,700	54,000
C. M. Pratt	"	200	4,000
H. A. Pratt	"	15	300
Henry H. Rogers	New York	910	18,200
Wm. Rockefeller	"	1,600	32,000
O. B. Jennings	"	818	16,360
Wm. H. Macy	"	59	1,180
Est. Josiah Macy, Jr.... W. H. Macy, Jr., Ex'r.	"	892	17,840
A. J. Pouch	Brooklyn, N. Y	178	3,560
J. A. Bostwick	New York	1,700	34,000
Warden, Frew & Co	Philadelphia	55	1,100
Charles Lockhart	Pittsburg	1,360	27,200
W. G. Warden	Philadelphia	1,470	29,400
O. H. Payne, Trustee	Cleveland	61	1,220
S. V. Harkness	"	2,925	58,500
H. M. Flagler	New York	3,000	60,000
D. Bushnell	Pittsburg	97	1,940
Jos. L. Warden	Philadelphia	98	1,960
J. J. Vandegriff	Pittsburg	500	10,000
C. F. G. Heye	New York	178	3,560
H. M. Hanna & C. W. Chapin	Cleveland	263	5,260
A. M. McGregor	New York	118	2,360
Benj. Brewster	"	409	8,180
H. A. Hutchins	Cleveland	111	2,220
John D. Archbold	"	350	7,000
John D. Rockefeller	"	9,585	191,700
J. N. Camden	Parkersburg, W. Va.	200	4,000
W. P. Thompson	Cleveland	132	2,640
D. M. Harkness	Bellevue, O	323	6,460
O. H. Payne	Cleveland	2,500	50,000
John Huntington	"	584	11,680
Wm T. Wardwell	New York	78	1,560
Wm. H. Macy, Jr	"	28	560
Louisa C. Wheaton	Cleveland	50	1,000
Mrs. H M. Flagler	New York	50	1,000
Julia H. York	Cleveland	50	1,000
D. M. Harkness, Trustee	Bellevue, O	28	560
Henry L. Davis	Philadelphia	200	4,000
T. C. Bushnell	Morristown, N. J	100	2,000
Lide K. Arter	Cleveland	35	700
Total		35,000	700,000

105 EXHIBIT "C."

A special meeting of the trustees in liquidation of the Standard Oil Trust was held at No. 689 Fifth avenue at 9:30 a. m., March 30th, 1892.

Present:
William Rockefeller,
H. H. Rogers,
J. D. Archbold,
O. B. Jennings,
W. H. Tilford.

On motion the following resolution was adopted:

Resolved, That all certificates issued by the trustees in liquidation in lieu of Standard Oil Trust certificates returned and cancelled, be signed for the liquidating trustees by William Rockefeller, John D. Rockefeller, Henry H. Rogers and W. H. Tilford, or either of them as attorney in fact, and by Henry M. Flagler and J. D. Archbold, or either of them as secretary, and all certificates so signed and issued are hereby ratified and confirmed as the acts of the liquidating trustees.

Adjourned.

(Signed) JOHN D. ARCHBOLD,
Secretary.

Approved at regular meeting held May 11th, 1892.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, May 11th, 1892, at eleven (11) o'clock a. m.

Present:
John D. Rockefeller,
William Rockefeller,
O. B. Jennings,
H. H. Rogers,
W. H. Tilford,
John D. Archbold.

The secretary read the following letter:

MARCH 12TH, 1892.

Mr. H. M. Flagler, Secretary Standard Oil Trust.

DEAR SIR: I beg to report that I have completed my usual quarterly examination of the stock certificate register of the Standard Oil Trust and find that the uncancelled certificates represent nine hundred and seventy-two thousand four hundred and ninety-eight (972,498) shares, which is in accord with the books of the Standard Oil Trust.

Respectfully submitted,

(Signed) JOS. BUSHNELL.

106 On motion Mr. H. M. Flagler was elected treasurer of the liquidating trustees, and Mr. William T. Wardwell, assistant treasurer.

On motion the following statement was ordered printed and a copy mailed to every holder of Standard Oil Trust certificates:

Office of the Standard Oil Trust
(in Liquidation),
No. 26 Broadway.

NEW YORK, *May* 16, 1892.

The trustees appointed to wind up the Standard Oil Trust report as follows in fulfillment of the following paragraph of the resolution adopted March 21st, 1892, by virtue of which they are now acting, to-wit:

"All property held by said trust, except stocks of corporations, which shall be sold by said trustees at private sale, and the proceeds there-, together with any money belonging to the trust shall be distributed to the owners of trust certificates, according to their respective interests."

Balance in hands of the trust after settlement of contracts, agreements and accounts		$1,572,124 72
Proceeds of sale of all property held by the trustees, except stocks		1,579,400 00
		$3,151,524 72
Expenses and disbursements of trustees in settlement of trust accounts to June 5, '92	$29,799 72	
Balance for distribution	3,121,725 00	
Total number of trust shares outstanding, 972,500— Amount required to pay $3.21 per share on 972,500.		3,121,725 00

Checks for the above amount per share will be mailed to holders of certificates on the 15th day of June, 1892. Transfer books will be closed from May 21st at 1 p. m. until the 16th day of June, 1892, at 10 a. m.

Adjourned.

(Signed) H. M. FLAGLER, *Secretary.*
(Signed) JOHN D. ARCHBOLD, *Secretary.*

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, August 10th, 1892, at eleven o'clock a. m.

107 Present:
Wm. Rockefeller,
H. M. Flagler,
Benj. Brewster,
H. H. Rogers,
John D. Archbold.

The minutes of the meeting held May 11th, 1892, were read and approved, and the secretary also read the following letter:

NEW YORK, *June 13th*, 1892.

Mr. H. M. Flagler, Secretary S. O. Trust in Liquidating, Present.

DEAR SIR: I beg to report that I have completed my usual quarterly examination of the stock certificate register of the S. O. Trust in liquidation, and find that uncancelled certificates represent nine hundred and seventy-two thousand five hundred (972,500) shares, which is in accord with the books of the Standard Oil Trust in liquidation.

Respectfully submitted,
(Signed) JOS. BUSHNELL.

On motion, it was resolved, that there be divided from the income of the stocks and property heretofore represented by the Standard Oil Trust, a sum equal to three dollars upon each share of said trust, payable on and after September 15th, and that the transfer books be closed from one o'clock p. m., August 27th, to ten o'clock a. m., September 16th, 1892.

Adjourned.

(Signed) H. M. FLAGLER, *Secretary.*

Approved at regular meeting November 9th, 1892.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, November 9th, 1892, at eleven o'clock a. m.

Present:

O. B. Jennings,
H. H. Rogers,
J. D. Archbold,
W. H. Tilford,
H. M. Flagler.

In the absence of the president and vice president, Mr. Jennings was elected chairman.

Minutes of meeting held August 10th read and approved.

108 The secretary also read the following letter:

NEW YORK, *September 15th*, 1892.

Mr. H. M. Flagler, Building.

DEAR SIR: I beg to report that I have completed an examination of the stock certificate registers of the Standard Oil Company and the records of assignments of legal title, and find uncancelled certificates representing 972,500 shares as follows:

Standard Oil Trust	949,112
Certificates issued in liquidation	13,336
Certificates of assignment of legal title	10,052
Total	972,500

Respectfully, etc.,
(Signed) JOSEPH BUSHNELL.

On motion, it was resolved, that there be divided from the income of the stocks and property heretofore represented by the Standard Oil Trust, a sum equal to three (3) dollars upon each share of said trust, payable on and after December 15th, and that the transfer books be closed from 1 p. m. November 23d to 10 a. m. December 16th, 1893.

There being no further business, the meeting adjourned.

(Signed) H. M. FLAGLER, *Secretary.*

Minutes approved at a meeting held February 8th, 1893.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, February 8th, 1893, at eleven o'clock a. m.

Present:

Benjamin Brewster,
W. H. Tilford,
H. H. Rogers,
John D. Archbold,
Wm. Rockefeller.

Mr. Benjamin Brewster was elected chairman.

Minutes of meeting held November 9th, 1892, read and approved.

The secretary also read the following letter:

NEW YORK, *December 12th*, 1892.

Mr. H. M. Flagler, Present.

DEAR SIR: I beg to report that I have completed an examination of the stock certificate registers of the Standard Oil Trust, and find uncancelled certificates representing four hundred and sixty-eight thousand and five (468,005) shares. There are uncancelled
109 liquidation certificates, representing nine thousand four hundred and eighty-nine (9,489) shares, and certificates of assignment of legal title representing twenty thousand three hundred and eighty-seven (20,387) shares. Certificates representing four hundred and seventy-four thousand six hundred and nineteen shares of Standard Oil Trust have been cancelled since my last report. The foregoing items make a total of nine hundred and seventy-two thousand five hundred shares.

Respectfully, etc.,

(Signed) JOS. BUSHNELL.

On motion it was resolved, that there be divided from the income of the stocks still in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after March 15th, and that the transfer books be closed from 1 p. m. February 20th, to 10 a. m. March 16th, 1893.

There being no further business the meeting adjourned.

(Signed) JOHN D. ARCHBOLD, *Secretary.*

Minutes approved at meeting held May 11th, 1893.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, May 11th, 1893, at 11 o'clock a. m.

Present:
Wm. Rockefeller,
John D. Archbold,
W. H. Tilford,
H. M. Flagler.

Mr. Wm. Rockefeller elected chairman.

Minutes of the meeting held February 8th were read and approved.

The secretary also read the following letter:

NEW YORK, *March 9th*, 1893.

Mr. H. M. Flagler, Present.

DEAR SIR: I beg to report that I have completed an examination of the stock certificate registers of the Standard Oil Trust, and find uncancelled certificates representing four hundred and twenty-one thousand two hundred and twenty-six (421,226) shares. There are uncancelled liquidation certificates representing eight thousand four hundred and eighty-one shares, and uncancelled certificates of assignment of legal title representing forty-eight thousand one hundred and seventy-four shares, making a total of four hundred and seventy-seven thousand eight hundred and eighty-one (477,881) shares. Since my last report twenty thousand shares of Standard Oil Trust have been cancelled, making a total of cancelled shares to date of four hundred and ninety-four thousand six hundred and nineteen (494,619).

Respectfully,
(Signed) JOS. BUSHNELL.

(Resolution omitted.)

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after June 15th, and that the transfer books be closed from 1 o'clock p. m. May 20th to 10 o'clock a. m. June 16th, 1893.

There being no further business the meeting adjourned.

(Signed) H. M. FLAGLER, *Secretary*.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, August 9th, 1893, at 11 o'clock a. m.

Present:
Benjamin Brewster,
H. H. Rogers,
John D. Archbold,
H. M. Flagler.

Mr. Benjamin Brewster was elected chairman.

Minutes of the meeting held May 11th were read and approved. The secretary also read the following letter:

NEW YORK, *June 1st*, 1893.

Mr. H. M. Flagler, Present.

DEAR SIR: I beg to report that I have finished an examination of the stock registers of certificates of the Standard Oil Trust, and find uncancelled certificates representing three hundred and eighty-eight thousand five hundred and fifty-one (388,551) shares. Liquidating certificates representing eighty-three hundred and forty-seven (8,347) shares remain uncancelled, and also certificates of assignment of legal title representing eighty thousand nine hundred and eighty-three (80,983) shares; making a total of four hundred and seventy-seven thousand eight hundred and eighty-one (477,881) shares outstanding.

The number of Standard Oil Trust certificates, which have been cancelled, represent a total of four hundred and ninety-four thousand six hundred and nineteen (498,619) shares.

Respectfully submitted,
(Signed) JOSEPH BUSHNELL.

111 On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after September 15th, and that the transfer books be closed from 1 p. m. August 23d to 10 a. m. September 16th, 1893.

There being no further business, the meeting adjourned.

H. M. FLAGLER, *Secretary*.

Minutes approved at meeting held November 8th, 1893.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, November 8th, 1893, at 11 o'clock a. m.

Present:
John D. Rockefeller,
William Rockefeller,
Benjamin Brewster,
John D. Archbold,
W. H. Tilford,
H. M. Flagler.

Minutes of meeting held August 9th, 1893, were read and approved.

The secretary also read the following letter:

NEW YORK, *September 5th*, 1893.

Mr. H. M. Flagler, Secretary.

DEAR SIR: I beg to report that I have completed an examination of the stock registers of the Standard Oil Trust, and find uncancelled certificates representing 372,434 shares.

Liquidation certificates representing 8,070 shares remain uncancelled, and also all certificates of assignment of legal title, representing 97,377 shares, making a total of 477,881 shares outstanding.

Respectfully submitted,
(Signed) JOSEPH BUSHNELL.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after December 15th, and that the transfer books be closed from 1 p. m. November 22d to 10 a. m. December 16th, 1893.

There being no further business, the meeting adjourned.
(Signed) H. M. FLAGLER, *Secretary.*

Minutes approved at meeting held February 14th, 1894.

112 A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Wednesday, February 14th, 1894, at eleven (11) o'clock a. m.

Present:
John D. Rockefeller,
Benjamin Brewster,
H. H. Rogers,
W. H. Tilford,
John D. Archbold.

Mr. Benjamin Brewster was appointed chairman of the meeting.

Minutes of the meeting held November 8th, 1893, read and approved.

The secretary also read the following letter:

NEW YORK, *December 12th*, 1893.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR. I beg to report that I have completed my quarterly examination of the stock registers of the Standard Oil Trust, and find uncancelled certificates representing 360,263 shares. Liquidating certificates representing 7,636 shares remain uncancelled. Certificates of assignment of legal title representing 109,982 shares uncancelled, making a total of 477,881 shares outstanding.

Respectfully submitted,
(Signed) JOSEPH BUSHNELL.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after March 15th, and that the transfer be closed from 1 p. m. February 21st to 10 a. m. March 16th, 1894.

There being no further business, the meeting adjourned.
(Signed) JOHN D. ARCHBOLD.

Minutes approved at meeting held May 8th, 1894.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, Tuesday, May 8th, 1894, at 11 o'clock a. m.

Present:
John D. Rockefeller,
Wm. Rockefeller,
Benjamin Brewster,
W. H. Tilford,
H. M. Flagler.

113 Mr. Benjamin Brewster was appointed chairman of the meeting.

Minutes of the meeting held February 14th, 1894, were read and approved.

The secretary also read the following letter:

NEW YORK, *March 12th*, 1894.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed my quarterly examination of the stock register of the Standard Oil Trust, and find uncancelled certificates representing three hundred and fifty-one thousand six hundred and fifty-four (351,654) shares. Of the liquidating certificates there remain uncancelled the certificates representing seventy-four hundred and thirty-one (7,431) shares. Certificates of assignment of legal title representing one hundred and eighteen thousand seven hundred and ninety-six (118,796) shares are still outstanding; making a total of four hundred and seventy-seven thousand eight hundred and eighty-one (477,881) shares.

Respectfully submitted,
(Signed) JOSEPH BUSHNELL.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after June 15, and that the transfer books be closed from 1 p. m. May 23d to 10 a. m. June 16th, 1894.

There being no further business, the meeting adjourned.

H. M. FLAGLER, *Secretary*.

Minutes approved at meeting held August 1st, 1894.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, Wednesday, August 1st, 1894, at 11 o'clock a. m.

Present:
Benjamin Brewster,
John D. Archbold,
W. H. Tilford,
H. M. Flagler.

Mr. Benjamin Brewster was appointed chairman.

Minutes of the meeting held May 8th were read and approved.

For the information of the trustees the secretary read the following letter:

114 NEW YORK, *June 12th*, 1894.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed my quarterly examination of the stock register of the Standard Oil Trust, and find uncancelled certificates representing three hundred and thirty-eight thousand and seven shares.

Of the liquidating certificates there remain uncancelled certificates representing seven thousand and twenty-nine shares. Certificates of assignment of legal title representing one hundred and thirty-two thousand eight hundred and forty-five shares that are still uncancelled.

The total amount of shares outstanding is 477,881, which is in accord with the stock register.

Respectfully submitted,

(Signed) JOS. BUSHNELL.

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after September 15th, and that the transfer books be closed from 1 p. m. August 22d to 10 a. m. September 17th, 1894.

There being no further business, the meeting adjourned.

H. M. FLAGLER, *Secretary.*

Minutes approved at meeting held November 5th, 1894.

A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, Monday, November 5th, 1894, at 11 o'clock a. m.

Present:

John D. Rockefeller,
William Rockefeller,
Benjamin Brewster,
H. H. Rogers,
John D. Archbold,
W. H. Tilford,
H. M. Flagler.

Mr. John D. Rockefeller, chairman of the meeting.

Minutes of the meeting held August 1st, 1894, read and approved.

For the information of the trustees, the secretary read the following letter:

115 NEW YORK, *September 12th*, 1894.

Mr. H. M. Flagler, Secretary, Present:

DEAR SIR: I beg to report that I have completed my quarterly examination of the stock register of the Standard Oil Trust, and find

uncancelled certificates representing three hundred and thirty-two thousand one hundred and twenty-three (332,123) shares.

Of the liquidating certificates, there remain uncancelled certificates representing sixty-seven hundred and ninety-one shares

Certificates of assignment of legal title representing one hundred and thirty-eight thousand nine hundred and sixty-seven shares are still uncancelled.

The total amount of outstanding certificates, as above, is 477,881 shares.

Respectfully submitted,
(Signed) JOS. BUSHNELL.

On motion it was resolved, that there be divided from the income of stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after December 15th, 1894, and that the transfer books be closed from 3 p. m. November 21st to 10 a. m. December 17th, 1894.

There being no further business, the meeting adjourned.

H. M. FLAGLER, *Secretary.*

Minutes approved at meeting held February 4th, 1895.

A regular meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, Monday, February 4th, 1895, at 11 o'clock a. m.

Present:
William Rockefeller,
Benjamin Brewster,
H. H. Rogers,
W. H. Tilford,
John D. Archbold.

Mr. William Rockefeller, chairman of the meeting.

Minutes of the meeting held November 5th, 1894, read and approved.

The secretary also read the following letter:

NEW YORK, *December 12th*, 1894.

Mr. H. M. Flagler, Secretary, Present:

DEAR SIR: I beg to report that I have finished my quarterly examination of the stock register of the Standard Oil Trust, and
116 find uncancelled certificates representing three hundred and twenty-six thousand three hundred and nine (326,309) shares. Of the liquidating certificates uncancelled, there remain certificates representing sixty-five hundred and fifty-one shares. Certificates of assignment of legal title representing one hundred and forty-five thousand and twenty-one (145,021) shares are still uncancelled. The total amount, as shown above, is four hundred and seventy-seven thousand eight hundred and eighty-one (477,881) shares.

Respectfully submitted,
(Signed) JOS. BUSHNELL.

On motion is was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees, a sum equal to three (3) dollars upon each share of said trust, less the income tax of two per cent., payable on and after March 15th, and that the transfer books be closed from three (3) p. m. February 20th to ten (10) a. m. March 16th, 1895.

There being no further business, the meeting adjourned.

JOHN D. ARCHBOLD, *Secretary.*

Minutes approved at meeting held May 9th, 1895.

A regular meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, Thursday May 9th, 1895, at 11 o'clock a. m.

Present:

John D. Rockeferrer,
William Rockefeller,
H. H. Rogers
John D. Archbold,
W. H. Tilford,
H. M. Flagler.

John D. Rockefeller, chairman of the meeting.

Minutes of the meeting held February 4th, 1895, were read and approved.

The secretary also read the following letter:

NEW YORK, *April 27th,* 1895.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust for the quarter ending February 20th, 1895, and find uncancelled certificates representing three hundred and fifteen thousand and fifty-nine (315,059) shares. Of the liquidating certificates uncancelled there re-
117 man certificates representing sixty-two hundred and forty--our (6,244) shares. Certificates of assignment of legal title representing one hundred and fifty-six thousand five hundred and seventy-eight (156,578) shares are still uncancelled. The total amount, as shown above, is 477,881 shares.

Respectfully submitted,

(Signed) WADE HAMPTON, JR.

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three (3) dollars upon each share of said trust, payable on and after June 15th, 1895, and that the transfer books be closed from 3 p. m. May 20th to 10 a. m. June 17th, 1895.

There being no further business, the meeting adjourned.

H. M. FLAGLER, *Secretary.*

Minutes approved at meeting of August 9th, 1895.

A meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, June 5th, 1895.

Present:
Wm. Rockefeller,
H. H. Rogers,
W. H. Tilford,
John D. Archbold,
H. M. Flagler.

On motion the following preamble and resolution was adopted:

Whereas, The distribution declared February 4th, 1895, was six (6) cents per share less than the usual distribution, the said six (6) cents per share being reserved in anticipation of the income tax; therefore,

Resolved, That six (6) cents per share be distributed to stockholders of record of this date, payable at the same date as the distribution declared May 9th, 1895.

There being no further business, the meeting adjourned.

(Signed) H. M. FLAGLER, *Secretary.*

Minutes approved at meeting held August 9th, 1895.

118 A regular meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, August 9th, 1895, at 11 o'clock a. m.

Present:
William Rockefeller,
Benjamin Brewster,
John D. Archbold,
H. M. Flagler.

William Rockefeller, chairman of the meeting.

Minutes of the meetings held May 9th and June 5th were read and approved.

The secretary also read the following letter:

NEW YORK, *July 24th,* 1895.

DEAR SIR: I beg to report that I have completed my examination of the stock register of the Standard Oil Trust, for the quarter ending May 20th, 1895, and find uncancelled certificates representing 305,645 shares.

Of the liquidating certificates uncancelled there remain certificates representing 6,118 shares.

Certificates of assignment of legal title representing 166,118 shares are still uncancelled.

The total amount as shown above is 477,881 shares.

Respectfully submitted,

(Signed) WADE HAMPTON, JR.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees

a sum equal to three dollars upon each share of said trust, payable on and after September 16th, and that the transfer books be closed from 3 p. m. August 21st to 10 a. m. September 17th, 1895.

There being no further business, the meeting adjourned.

(Signed) H. M. FLAGLER,
Secretary.

Minutes aproved at meeting held November 7th 1895.

119 A regular meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, November 7th, 1895, at 11 o'clock.

Present:
John D. Rockefeller,
Benjamin Brewster,
William Rockefeller,
H. H. Rogers,
W. H. Tilford,
John D. Archbold.

Mr. John D. Rockefeller, chairman of the meeting.

Minutes of meeting held August 9th were read and approved.

The secretary also read the following letter:

NEW YORK, *October* 31*st*, 1895.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust, for the quarter ending August 20th, 1895, and find uncancelled certificates representing two hundred and ninety-eight thousand six hundred and forty-nine shares. Of the liquidation certificates uncancelled there remain certificates representing fifty-nine hundred and seventy-nine (5,979) shares. Certificates of assignment of legal title representing one hundred and seventy-three thousand two hundred and fifty-three (173,253) shares are still uncancelled. The total amount, as shown above, is four hundred and seventy-seven thousand eight hundred and eighty-one (477,881) shares.

Respectfully submitted,
(Signed) WADE HAMPTON, JR.

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three (3) dollars upon each share of said trust, also a further special sum equal to five (5) dollars upon each share of said trust, payable on and after December 16th, and that the transfer books be closed from 3 p. m. November 20th to 10 a. m. December 17th, 1895.

There being no further business, the meeting adjourned.

(Signed) JOHN D. ARCHBOLD,
Secretary.

Approved at meeting February 4th, 1896.

120 A regular meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, February 4th, 1896, at 11 a. m.

Present:
John D. Rockefeller,
William Rockefeller,
H. H. Rogers,
Benjamin Brewster,
W. H. Tilford,
John D. Archbold.

Mr. John D. Rockefeller, chairman of the meeting.

Minutes of meeting held November 7th, 1895, were read and approved.

The secretary also read the following letter:

NEW YORK, *January 24th*, 1896.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust for the quarter ending November 20th, 1895, and find uncancelled certificates representing two hundred and eighty-nine thousand seven hundred and ninety-one (289,791) shares. Of liquidating certificates uncancelled there remain certificates representing fifty-nine hundred and eight (5,908) shares. Certificates of assignment of legal title representing one hundred and eighty-two thousand one hundred and eighty-two (182,182) shares are still uncancelled. The total amount, as shown above, is four hundred and seventy-seven thousand eight hundred and eighty-one (477,881).

Respectfully submitted,
(Signed) WADE HAMPTON, JR.

On motion it was resolved, that there be divided from the income of stocks still remaining in the hands of the liquidating trustees a sum equal to three (3) dollars upon each share of said trust; also, a further special sum equal to ten (10) dollars upon each share of said trust, payable on and after March 16th, and that the transfer books be closed from 3 p. m. February 17th to 10 a. m. March 17th, 1896.

There being no further business, the meeting adjourned.

(Signed) JOHN D. ARCHBOLD,
Secretary.

Minutes approved meeting May 3d, 1896.

121 A meeting of the trustees in liquidation of the Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, May 3d, 1896, at 11 o'clock a. m.

Present:
John D. Rockefeller,
William Rockefeller,
John D. Archbold,
Benjamin Brewster,
H. H. Rogers,
W. H. Tilford,
H. M. Flagler.

John D. Rockefeller, chairman of the meeting.

Minutes of the meeting held February 4th, 1896, were read and approved.

The secretary also read the following letter:

NEW YORK, *April 26th*, 1896.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust for the quarter ending February 17th, 1896, and find uncancelled certificates representing 283,095 shares.

Of liquidating certificates uncancelled there remain certificates representing 5,652 shares.

Certificates of assignment of legal title representing 189,134 shares are still uncancelled.

The total amount as shown above is 477,881 shares.

Respectfully submitted,

(Signed) WADE HAMPTON, JR.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, also a further special sum equal to seven dollars upon each share of said trust, payable on and after June 15th, and that the transfer books be closed from 3 p. m. May 16th to 10 a. m. June 16th, 1896.

There being no further business, the meeting adjourned.

(Signed) H. M. FLAGLER,
Secretary.

Approved August 4th, 1896.

122 A meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, August 4th, 1896, at 11 o'clock a. m.

Present:
John D. Archbold,
Benjamin Brewster,
H. H. Rogers,
H. M. Flagler.

Benjamin Brewster, chairman of the meeting.

Minutes of meeting held May 3d were read and approved.
The secretary also read the following letter:

NEW YORK, *July 15th*, 1896.

H. M. Flagler, Esq., Secretary. Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust, for the quarter ending May 18th, 1896, and find uncancelled certificates representing 356,628 shares.

Of the liquidation certificates uncancelled there remain certificates representing 5,525 shares.

Certificates of assignment of legal title representing 205,727 shares are still uncancelled.

The total amount, as shown above, is 477,880 shares.

Respectfully submitted,
(Signed) WADE HAMPTON, JR.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, payable on and after September 15th, and that the transfer books be closed from 3 p. m. August 19th to 10 a. m. September 16th, 1896.

There being no further business, the meeting adjourned.
(Signed) H. M. FLAGLER, *Secretary*.

Approved November 5, 1896.

123 A meeting of the trustees in liquidation of Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, November 5th, 1896, at 11 o'clock a. m.

Present:
John D. Rockefeller,
William Rockefeller,
Benjamin Brewster,
H. H. Rogers,
J. D. Archbold,
W. H. Tilford,
H. M. Flagler.

Minutes of meeting held August 4th, 1896, read and approved.
The secretary also read the following letter:

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust, for the quarter ending August 19th, 1896, and find uncancelled certificates representing 262,165 shares.

Of the liquidation certificates uncancelled there remain certificates representing 5,375 shares.

Certificates of assignment of legal title representing 210,340 shares are still uncancelled.

The total amount, as shown above, is 477,880 shares.

Respectfully submitted,
(Signed) WADE HAMPTON, JR.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, also a further special sum equal to two dollars upon each share of said trust, payable on and after December 15th, and that the transfer books be closed from 3 p. m. November 18th to 10 a. m. December 16th, 1896.

There being no further business, the meeting adjourned.

(Signed) H. M. FLAGLER, *Secretary.*

Approved February 4th, 1896.

124 A meeting of trustees to liquidate Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, at 11 o'clock a. m., February 4th, 1897.

Present:

John D. Rockefeller,
Benjamin Brewster,
H. H. Rogers,
W. H. Tilford,
J. D. Archbold.

Mr. John D. Rockefeller, chairman of the meeting.

Minutes of the meeting held November 5th read and approved.

The secretary also read the following letter:

NEW YORK, *January 23d*, 1897.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report that I have completed the examination of the stock register of the Standard Oil Trust, for the quarter ending November 18th, 1896, and find uncancelled certificates representing 259,763 shares.

Of liquidation certificates uncancelled there remain certificates representing 5,269 shares.

Certificates of assignment to legal title representing 212,848 shares are still uncancelled.

The total amount is 477,880 shares.

Respectfully submitted,

(Signed) WADE HAMPTON, JR.

On motion, it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars upon each share of said trust, also a further sum equal to seven dollars upon each share of said trust, payable on and after March 15th, and that the transfer books be closed from 3 p. m. February 17th to 10 a. m. March 16th, 1897.

There being no further business, the meeting adjourned.

(Signed) JOHN D. ARCHBOLD, *Secretary.*

Approved May 6th, 1897.

125 A meeting of the trustees to liquidate Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, at 11 o'clock a. m., May 6th, 1897.

Present:
John D. Rockefeller,
Wm. Rockefeller,
H. M. Flagler,
W. H. Tilford,
J. D. Archbold.

Mr. John D. Rockefeller, chairman of the meeting.
Minutes of meeting held February 4th, 1897, read and approved.
The secretary also read the following letter:

NEW YORK, *April 14th*, 1897.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report the completion of my examination of the stock register of the Standard Oil Trust, for the quarter ending February 17th, 1897, and find uncancelled certificates representing 251,563 shares.

Of liquidation certificates uncancelled there remain certificates representing 5,269 shares.

Certificates of assignment of legal title, representing 221,048 shares, are still uncancelled.

The total amount, as shown above, is 477,880.

Respectfully submitted,
(Signed) WADE HAMPTON, JR.

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three (3) dollars upon each share of said trust; also a further special sum equal to seven (7) dollars upon each share of said trust, payable on and after June 15th, and that the transfer books be closed from 3 p. m. May 19th to 10 a. m. June 16th, 1897.

There being no further business, the meeting adjourned.
(Signed) H. M. FLAGLER, *Secretary*.

126 A meeting of the trustees to liquidate Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, August 3d, 1897, at 11 o'clock a. m.

Present:
Benjamin Brewster,
H. H. Rogers,
John D. Archbold,
H. M. Flagler.

Mr. Benjamin Brewster, chairman of the meeting.
Minutes of the meeting of May 6th, 1897, read and approved.
The secretary also read the following letter:

NEW YORK, *July 15th*, 1897.

H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report completion of the examination of the stock register of the Standard Oil Trust, for the quarter ending May 15th, 1897, and find uncancelled certificates representing 248,679 shares.

Of the liquidation certificates uncancelled there remain certificates representing 5,150 shares.

Certificates of assignment of legal title, representing 224,051 shares, are still uncancelled.

The total amount, as shown above, is 477,880 shares.

Respectfully submitted,

(Signed) WADE HAMPTON, JR.

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three (3) dollars upon each share of said trust, also a further special sum equal to two (2) dollars upon each share of said trust payable on and after September 15th, and that the transfer books be closed from 3 p. m. August 16th to 10 a. m. September 16th, 1897.

There being no further business, the meeting adjourned.

—— ——, *Secretary.*

Approved November 4th, 1897.

A meeting of the trustees to liquidate Standard Oil Trust was held at the office of the trustees, No. 26 Broadway, New York, November 4th, 1897, at 11 o'clock a. m.

127 Present:

Wm. Rockefeller,
Henry H. Rogers,
John D. Archbold,
Henry M. Flagler.

Mr. William Rockefeller, chairman of the meeting.

Minutes of the meeting held August 3d, 1897, read and approved.

The secretary also read the following letter:

NEW YORK, *October 14th*, 1897.

Mr. H. M. Flagler, Secretary, Present.

DEAR SIR: I beg to report the completion of my examination of the stock register of the Standard Oil Trust for the quarter ending August 15th, 1897, and find uncancelled certificates representing 247,492 shares.

Of the liquidation certificates uncancelled there remain certificates representing 4,983 shares.

Certificates of assignment of legal title representing 225,405 shares are still uncancelled.

The total amount, as shown above, is 477,880 shares.

Respectfully submitted,

(Signed) ALLEN WARDWELL.

Mr. William Rockefeller announced the death on the fourth day of September last, of Benjamin Brewster, one of the trustees of the Standard Oil Trust since its organization, and also one of the trustees for the liquidation of said trust.

On motion the following memorial was, by a rising vote, unanimously adopted:

(Memorial omitted.)

On motion it was resolved, that Oliver H. Payne, Charles W. Harkness and Charles Pratt be, and they are hereby elected to fill the vacancies caused by death in the Board of Liquidation Trustees of Standard Oil Trust.

On motion it was resolved, that there be divided from the income of the stocks still remaining in the hands of the liquidating trustees a sum equal to three dollars ($3) upon each share of said trust, also a further special sum equal to five dollars ($5) upon each share of said trust, payable on and after December 15th, 1897, and that the transfer books be closed from 3 p. m. November 17th to 10 a. m. December 16th, 1897.

There being no further business, the meeting adjourned.

(Signed) H. M. FLAGLER, *Secretary*.

128 EXHIBIT "X."

Date.	Trust certificates.	Liquidation certificates.	Assignment of legal title.
June 13, 1892	972,500		
September 15, 1892	949,112	13,336	10,052
December 12, 1892	468,205	9,489	20,387
March 9, 1893	421,226	8,481	48,174
May 11, 1893	388,551	8,347	80,983
September 5, 1893	372,434	8,070	97,377
November 8, 1893	360,263	7,636	109,982
March 12, 1894	351,654	7,431	118,796
June 12, 1894	338,007	7,029	132,845
September 12, 1894	332,123	6,791	138,967
December 12, 1894	326,309	6,551	145,071
February 20, 1895	315,059	6,244	156,578
May 20, 1895	305,645	6,118	166,118
August 20, 1895	298,649	5,979	173,253
November 20, 1895	289,791	5,908	182,182
February 17, 1896	283,095	5,652	189,134
May 16, 1896	266,628	5,525	205,727
August 19, 1896	262,165	5,375	210,340
November 18, 1896	259,793	5,269	212,848
February 17, 1897	251,563	5,269	221,048
May 15, 1897	248,679	5,150	224,051
August 15, 1897	247,492	4,983	225,405
November 17, 1897	246,339	4,983	226,558
February 3, 1898	223,000	4,297	150,000
Total			477,881

129 And afterwards, to-wit, on February 26, 1898, the following demurrer was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel., etc., Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Demurrer to Interrogatories.

Now comes defendant and demurs to interrogatories and parts of interrogatories attached to the reply herein, to be answered by John D. Rockefeller, as follows:

1. To that portion of interrogatory seventh which reads: "State number of shares held by each stockholder."

2. To that portion of interrogatory eighth which reads: "Are any of said directors, directors or stockholders of the constituent companies mentioned in the pleadings in this action? If so, state what companies, years during which, and length of time each of said directors have held positions in said constituent companies."

3. To the tenth interrogatory.

4. To the last sentence of the eighteenth interrogatory, which reads: "Give the amount of stock in the various constituent companies composing the Standard Oil Trust, as well as the number of certificates of stock of the Standard Oil Trust owned by each of said directors so elected and holding the office during the years from March 2nd, 1892, to and including November 9th, 1897."

5. To the twenty-third interrogatory.

For the reason that such interrogatories and part of interrogatories are not pertinent to the issues made in the pleadings herein.

THE STANDARD OIL COMPANY,
By KLINE, CARR, TOLLES & GOFF,
Its Attorneys.

130 And afterwards, to-wit, on March 30th, 1898, the following motion was filed:

In the Supreme Court of Ohio.

No. —.

THE STATE OF OHIO ex Rel. DAVID K. WATSON, Attorney General, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Motion.

Now comes the Relator and moves that the said John D. Rockefeller be required more clearly and definitely to fully answer the

interrogatories attached to the reply herein, as provided by statute, to-wit, 9th, 11th, 16th, 18th, 20th, 21st, 22nd, and for judgment by default or attachment as the justice of the case may require.

F. S. MONNETT,
Attorney General.
E. B. KINKEAD,
Counsel for Relator.

131 And afterwards, to-wit, on the 31st day of March, 1898, the following notice of said motion was filed:

In the Supreme Court of Ohio.

No. —.

THE STATE OF OHIO ex Rel. DAVID K. WATSON, Attorney General, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Notice of Motion.

To the plaintiff:

You are hereby notified that the relator has filed the following motion in the above entitled cause, to-wit:

"Now comes the relator and moves that the said John D. Rockefeller be required more clearly and definitely to fully answer the interrogatories attached to the reply herein, as provided by statute, to-wit: 9th, 11th, 16th, 18th, 20th, 21st, 22nd, and for judgment by default or attachment as the justice of the case may require."

And that the same will be pressed for hearing on Thursday, March 31, 1898, at 9 o'clock, A. M.

F. S. MONNETT,
Attorney General.

Service acknowledged this 30th day of March, 1898.
KLINE, CARR, TOLLES & GOFF,
Att'ys for Defendant.

132 And afterwards, to-wit, Tuesday, April 26th, A. D., 1898, the following entry was made by said court on said motion:

Motion No. 3129.

THE STATE OF OHIO ex Rel. ATT'Y GENERAL
vs.
THE STANDARD OIL COMPANY.

Motion By Relator to Require More Definite Answer to Interrogatories in Cause No. 2294 on the General Docket.

Ordered by the court that said motion be and the same is hereby overruled.

Order Book No. 16, page 69.

133 And afterwards, to-wit, on Tuesday, April 26, 1898 the following was made by said court on said demurrer to said interrogatories:

No. 2294.

THE STATE OF OHIO ex Rel. ATT'Y GENERAL
vs.
THE STANDARD OIL COMPANY.

Contempt.

And now on this 26th day of April, 1898, this matter is heard and submitted on the demurrer of the respondent to a portion of the seventh, of the eighth, and of the eighteenth interrogatories, and to the tenth and twenty-third interrogatories. On consideration whereof it is ordered and adjudged that the said demurrer be and the same is hereby overruled as to said seventh, eighth, and twenty-third interrogatores, and sustained as to said tenth and eighteenth interrogatories.

It is further ordered that respondent file its answer to the seventh, eighth, and twenty-third interrogatories on or before June 16th, next. Thereupon the matter is further heard upon the motion of relator to require respondent to make its answers to the 9th, 11th, 16th, 18th, 20th, and 22nd interrogatories more definite and certain, which being heard and understood by the court is overruled.

Order Book No. 16, page 70.

134 And afterwards, to-wit, on June 16th, 1898, the following answer to certain interrogatories was filed:

In the Supreme Court of Ohio.

STATE OF OHIO ex Rel. DAVID K. WATSON, Att'y General,
vs.
THE STANDARD OIL COMPANY.

Answer.

John D. Rockefeller, further answering the interrogatories in the above case, says:

7 Int. The number of shares of stock of defendant company held by each stockholder on November 9, 1897, was as follows:

John D. Rockefeller	9,244
Martin Snider	1
Frank Rockefeller	1
F. B. Squire	1
L. H. Severance	192
Chas. W. Harkness	2,076
Wm. Rockefeller	467
H. M. Flagler	1,007

Benjamin Brewster	359
H. H. Rogers	677
John D. Archbold	287
W. H. Tilford	53
Walter Jennings	86
Esther J. Jennings	196
Oliver G. Jennings	85
Emma B. Auchincloss	85
Annie B. Jennings	85
Oliver H. Payne	719
Estate of Charles Pratt	1,799
Helen J. James	85
A. McGregor	1

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Samon V. Harkness	38
W. L. Harkness	251
	17,795

The above does not include fractional shares held.

8 Inst. Frank Rockefeller was a director in Solar Refining Company from its incorporation until June 13th, 1892.

F. B. Squire was a director in Buckeye Pipe Line Co. from May 24th, 1887, to May 26th, 1896. Solar Refining Company from its incorporation until June 13th, 1892.

L. H. Severance was a director in Buckeye Pipe Line Co. from April 28th, 1886, to May 26th, 1896. Solar Refining Company from its incorporation until March 25th, 1896.

A. M. McGregor is a director in the following companies: Solar Refining Co. Elected Feb. 9/93. Still a director. Standard Oil Co. (Indiana) from its incorporation. Standard Oil Co. of New York. Elected Jan. 3/93. Still a director.

Martin Snider is a director in Solar Refining Co. Elected March 25th, 1896. Still a director.

23 Int. I have not in my possession or power data showing surplus money in the hands of each and every constituent company, corporation and limited partnership, as represented by Trust Certificates of the Standard Oil Trust, on or about January 1st, 1892; nor the amount of such surplus money in their hands after the payment of their last dividends. During the year 1892, a careful inventory and appraisement was made of all the assets of said companies, and the result was found to be as follows:

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Anglo-American Oil Co., L't'd	6,913,639.49
Atlantic Refining Co	8,631,376.67
Buckeye Pipe Line Co	7,941,038.15
Eureka Pipe Line Co	1,547,055.16
Forest Oil Co	3,528,813.11
Indiana Pipe Line Co	2,014,053.91
National Transit Co	25,796,712.97

New York Transit Co	4,999,300.00
Northern Pipe Line Co	707,067.00
North Western Ohio Natural Gas Co	1,396,760.00
Ohio Oil Company	8,260,378.04
Solar Refining Company	711,793.87
Southern Pipe Line Co	3,279,018.28
South Penn Oil Co	3,021,654.87
Standard Oil Co., Indiana	1,038,518.61
do. Kentucky	3,604,800.78
do. New Jersey	14,983,943.30
do. of New York	16,772,186.29
do. Ohio	3,426,014.72
Union Tank Line Co	3,057,187.41

I have already given in answer to Interrogatory 11 the capitalization of each of said companies. A comparison of the figures of assets above given with the various capitalizations thus stated, will indicate the book surplus of each of said companies, in so far as there was such surplus, as nearly as I am able to give it. Such indicated surplus is simply the excess of the value of the property of each company over its capitalization, and was not a money surplus.

The last dividends of said companies prior to November 9th, 1897, were as follows:

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	Date	Amount.
Anglo-American Oil Co., L't'd	June 15/97	506,480.00
Atlantic Refining Co	Mch. 15/97	1,999,600.00
Buckeye Pipe Line Co.	Sept. 15/97	3,999,780.00
Eureka Pipe Line Co.	Sept. 15/97	599,868.00
Forest Oil Co.	Oct. 30/91	287,100.00
Indiana Pipe Line Co.	Mch. 15/97	999,450.00
National Transit Co.	June 15/97	2,545,475.00
New York Transit Co.	Mch. 15/97	1,999,600.00
Northern Pipe Line Co.	Sept. 15/97	232,244.25
N. W. Ohio Nat'l Gas Co.	Sept. 15/97	29,497.50
Ohio Oil Co.	June 15/97	999,887.50
Solar Refining Co.	June 15/97	147,234.50
Southern Pipe Line Co.	Sept. 14/92	300,000.00
South Penn Oil Co.	June 15/97	2,498,900.00
Standard Oil Co. (Indiana)	Mch. 15/97	699,300.00
do. (Kentucky)	Mch. 15/97	1,998,000.00
do. (New Jersey)	Sept. 15/96	2,499,775.00
Standard Oil Co. of N. Y.	June 15/97	1,749,725.00
Union Tank Line Co	No dividends declared.	

No dividend, as before stated, has been paid by the defendant company since the distribution of surplus made on March 17th, 1892. Prior to August 5th, 1891, the defendant company was the owner of a large number of tank cars, most of which had accumulated under the management of the trustees, which were rented to other companies. Its stockholders and directors determined that it

should discontinue the transportation business, and on August 5th, 1891, the defendant company sold its tank cars to The Union Tank Line Company, and received in payment therefor the sum of $3,500,000.00. Of this sum, on March 17th, 1892, it handed over to the trustees $3,219,540.00 for distribution by them among the holders of Trust Certificates, this being the distribution referred to in the answer filed by this company, and the only distribution or payment made by the defendant company to the trustees since the former decree of this court. This sum, or the balance thereof remaining after settlement of contracts, agreements and accounts by said trustees, as shown in their resolution of May 16, 1892, was distributed to the holders of the Trust Certificates. The surplus since accumulated in the hands of the defendant company amounts to $700,000.00, which is invested in Government bonds.

138 The answers to the preceding interrogatories will show to whom, in every case, dividends were paid. They were paid in each case by the company declaring the same to its stockholders of record, the liquidating trustees receiving dividends from companies other than this defendant upon that portion of the capital stock of the said several companies which is held by them, awaiting re-issue to the individual owners thereof on surrender of Trust Certificates.

JOHN D. ROCKEFELLER.

THE STATE OF OHIO,
Cuyahoga County, ss:

Before me, a notary public in and for said county and state, personally appeared the above named John D. Rockefeller, who being by me first duly sworn, says that his foregoing answers, to which he has subscribed his name, are true as he verily believes.

Witness my hand and official seal, this 15th day of June, 1898.

H. O. JONES,
Notary Public.

139 And afterwards, to-wit, on June 18, 1898, the following motion for a Master Commissioner was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. Attorney General D. K. WATSON
vs.
THE STANDARD OIL COMPANY.

Motion for a Master Commissioner.

Now comes the relator and moves the court for an order appointing a master commissioner in the proceedings pending herein against the respondent upon the Information in Contempt against said respondent for an alleged violation of the judgment of this court in the above entitled cause, made March 2nd, 1892, and authorizing

and empowering said master commissioner to make such examination of the officers, affairs, and books of the defendant company, and to take such testimony and proofs as the relator and the defendant may desire, touching the points at issue in this proceeding and as raised by the pleadings filed herein, and to issue such process, subpœnas, and subpœnas *duces tecum,* necessary to compel the attendance of such witnesses and the production of such books and other written evidence as may be desired, and to report all such examinations as may be made and testimony taken to this court, in writing.

F. S. MONNETT,
Attorney General.

E. B. KINKEAD,
Of Counsel.

140 And afterwards, to-wit, on June 21, 1898, the following notice of motion was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. Attorney General D. K. WATSON
vs.
THE STANDARD OIL CO.

Notice of Motion.

You are hereby notified that a motion has been filed in the Supreme Court of Ohio in the above entitled cause in the proceeding in contempt now pending in this court, asking for an order appointing a master commissioner to make such examination of the officers, affairs, and books of the defendant company, and to take such testimony and proofs as the relator and the defendant may desire, touching the points at issue in this proceeding and as raised by the pleadings filed herein and report the same to the Supreme Court.

The said motion will be pressed for hearing before said Supreme Court on the 23rd day of June, 1898.

F. S. MONNETT,
Attorney General.

Service of the above notice is hereby acknowledged this 20th day of June, A. D., 1898.

KLINE, CARR, TOLLES & GOFF,
Attorneys for Defendant.

141 And afterwards, to-wit, on Friday, June 24, 1898, the following entry was made by said court on motion by relator for appointment of Master Commissioner, etc.:

THE STATE OF OHIO ex Rel. ATT'Y GENERAL
vs.
THE STANDARD OIL COMPANY.

Motion by Relator for Appointment of Master Commissioner in Cause No. 2294 on the General Docket.

This day this cause came on to be heard upon the motion of the Relator for the appointment of a Special Master Commissioner, and the Court being fully advised *on* the premises, finds that said motion is well taken, and does hereby appoint Allan T. Brinsmade, Esq. as Special Master Commissioner herein, and authorizes and empowers him, upon giving reasonable notice to the parties hereto, to make such examination of the officers, affairs and books of the defendant company, and to take such testimony and proofs either within or without the State of Ohio, as the relator or the defendant may desire, pertinent to the point at issue in this proceeding and raised by the pleadings filed herein, and to issue all necessary processes, and subpœnaes duces tecum for the attendance of witnesses and the production of such books and such other written evidences as may be competent, and to administer all necessary oaths and to report in writing all such examinations and testimony to this Court—without unnecessary delay.

Order Book 16, page 159.

142 And afterwards, to-wit, on November 17, 1898, the following motion by relator to compel production of books was filed:

143 In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. ATTORNEY GENERAL, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Motion.

Now comes the Relator and represents to the Court that in pursuance of an order heretofore made in this Court on the — day of ——, 1898, ordering Allen T. Brinsmade to make an examination of the books and affairs of the defendant company, and to take such further testimony as the parties hereto may desire. On the 14th and 15th days of November, 1898, the Relator conducted an examination; and that one F. B. Squire, the Secretary of the defendant company, was being examined touching the matters in controversy; that the said F. B. Squire testified that as Secretary he was the custodian of the books of said company and had access to the ledgers and journals and correspondence of said company; that the said F. B. Squire was asked by the relator to produce the books, ledgers and journals of the defendant company showing the amount and quantities of oils purchased, the expenses, and the amount of sales of oils

and products, the amounts paid for salaries, for each year since the date of this decree March 2nd, 1892, and also the books showing the distribution of a dividend made March 17th, 1892.

That the Special Master Commissioner refused to permit the Relator to require the said Secretary, F. B. Squire, to produce the books of account, journals and ledgers and correspondence and other records pertaining to these transactions for the purpose of showing the amounts upon purchases of crude petroleum, expenses, and the consequent gross earnings of defendant company, for each year since March 2nd, 1892, but that said Special Master Commissioner did order the said witness, F. B. Squire, to produce the books of account showing the amounts paid to the officers as salaries each year since March 2nd, 1892; but that Virgil P. Kline, attorney for the defendant company, and present during said examination, advised and ordered the said witness, F. B. Squire, not to produce said books, and that said witness thereupon in compliance with the advice of counsel did refuse to produce said books.

Your Relator represents that an examination of the books aforesaid *as* necessary for the purpose of ascertaining the facts aforesaid, to wit: the gross earnings of the said defendant, and what it did with said earnings, whether it paid the same to its stockholders as dividends, or whether it paid any part thereof to the liquidating trustees of the Standard Oil Trust for the purpose of distribution
144 among the Trust Certificate holders repreesnting an equitable interest in the stocks of the defendant company yet unissued.

Your Relator further shows the Court that the testimony of officers of defendant company so far taken herein is to the effect that of the 35,000 shares of the capital stock of the defendant company which was transferred by the holders thereof in 1892 to the trustees of the Standard Oil Trust, 21,407–972500 2672650 thereof have been reissued by the defendant company, and that the remainder of said stock 13593 remains outstanding in the hands of holders and represented by Trust Certificates of the Standard Oil Trust and officers of this company; that the original stock of the defendant company was all turned into and surrendered to said company and the same cancelled and two certificates for the legal title thereof were issued by the officers of said defendant company to the Trustees of the Standard Oil Trust; that said two original certificates so issued to said Trustee has been returned to defendant company and cancelled, and new stock certificates in the amount aforesaid have been issued therefor. That the amount of stock so unissued by defendant company is as aforesaid in the hands of holders, and the equitable ownership represented by Trust Certificates, and that it has been developed by the testimony so far taken in this proceeding that dividends are paid of the outstanding Trust Certificates representing the unissued stock of the constituent companies, and also dividends are paid upon the reissued stock, by all the companies originally comprising said Trust, excepting and other than this defendant company, in the following manner. That the said nineteen companies other than the defendant company, after determining the amount distributable as dividends, remit the proportion going to the respective stocks still in the

hands of the liquidating trustees, and being the unissued stocks of said companies, and represented by Trust Certificates, direct to the Liquidating Trustees which is distributed by them to the holders of Trust Certificates; that said nineteen companies aforesaid pay the proportion of their dividends going to and distributed to the stock which has been reissued direct to the holders of said stocks and not through the Trustees. That this course has been continuously pursued since about March 21st, 1892, without material change in the condition of the Trust Certificates and stock during said period and until the filing of the information. That just more than a bare majority of Trust Certificates were converted into stocks of the constituent companies and remained in that form during the five or six years since said date with but a change of one.

That the defendant company does not pay any dividends, either to the Liquidating Trustees or to the holders of the reissued stock, but that dividends are paid to trust certificate holders representing the unissued stock of the defendant company, to wit;

13593, by the nineteen other companies than this defendant.

145 Answers to the interrogatories further show that the defendant company has accumulated a large amount of surplus which it has invested in Government bonds, and that it has made large investments since March 2nd, 1892, in improvements of plant.

Your Relator deems it pertinent to the issue that this Court should have the evidence showing what the defendant has done with its earnings, so as to enable it to determine whether it has in fact complied with the order of the Court, or whether it has so distributed the earnings as to indirectly reach its stockholders and certificate holders representing its stock by other means, and not be compelled to take the conclusions of the defendant company, and therefore prays for an order to be made herein directing and requiring the defendant to produce to the Special Master Commissioner such books, of account or other books as will show its gross earnings for each year since March 2nd, 1892, and what it has done with the same, and to whom the same has been distributed, and to require and direct said Master Commissioner to make such examination under the direction and with the assistance of the Attorney General, and to incorporate in his report the evidential facts showing what have been the gross earnings of the defendant company since March 21st, 1892, to Nov. 9th, 1897, the date of filing this Information, and such other facts showing their mode of transactions of their business with the Liquidating Trustees of the Standard Oil Trust, and the stockholders of defendant company, and its relation and mode of doing business with the Buckeye Pipe Line Company, The Ohio Oil Company, and the Union Tank Line and any other constituent companies comprising said Trust, and further what has been done with said gross earnings, and to whom the same has been paid; and report the same to the Court without delay.

F. S. MONNETT,
Attorney General.

146 And afterwards, to-wit, on November 23rd, 1898, the following testimony of John D. Rockefeller before Special Master was filed.

(Here follows printed form of testimony of John D. Rockefeller.)

147 In the Supreme Court of Ohio.

Before Hon. Allen T. Brinsmade, Special Master.

STATE OF OHIO ex Rel. ATTORNEY GENERAL, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

NEW YORK, *October* 11, 1898.

Appearances: F. S. Monnett, Esq., Attorney General; W. L. Flagg, Esq., E. B. Kinkead, Esq., for Plaintiff.
Virgil P. Kline, Esq., M. F. Elliott, Esq., for Defendant.

JOHN D. ROCKEFELLER, called and duly sworn by the Commissioner, testified as follows:

Q. Mr. Rockefeller, what is your residence?
A. 4 West 54th street, New York.
Q. Do you live sometimes in Cleveland?
A. I do; just out of Cleveland.
Q. Is New York your residence and domicile, or how will you distinguish?
A. New York is my residence and domicile; yes, sir.
Q. And you consider Cleveland merely a place of visit?
A. Summering.
Q. The defendant company's office is where?
A. In Cleveland. You refer to the Standard Oil Company of Ohio?
Q. I do.
A. In Cleveland.
Q. Do the so-called liquidating trustees of the Standard Oil Trust have an office?
A. They have a place of meeting.
Q. Where is that?
A. At 26 Broadway, New York.

148 Q. Do these liquidating trustees—are they organized with officers as among themselves?
A. Well, I don't know that I exactly understand your question.
Q. Is there a chairman of these liquidating trustees?
A. There is a gentleman who is named first. I am not positive that he was formally elected chairman.
Q. You have not had a formal organization?
A. My name appears first upon the list of the appointees of the liquidating trustees.
Q. And you usually act as chairman?
A. Well I am present.

Q. Do you keep books?
A. They keep the record of their meetings.
Q. And of all their transactions?
A. (Continuing:) And receipts of money that come to them from the companies and of the payment of the same.
Q. Where are those books?
A. Those books, I suppose, are at 26 Broadway.
Q. Does the defendant company, the Standard Oil Company of Ohio, have any other office than the one in Cleveland? That is, does it have any branch offices?
A. It has not.
Q. Mr. Rockefeller, you were one of the original incorporators of the defendant, the Standard Oil Company of Ohio?
A. I was.
Q. Do you remember what year that was?
A. I could not positively state the year.
Q. Is it a matter of record?
A. A matter of record.
Q. Would you give—How far back is that?
A. I think it was away back in 1870 or in 1872.
Q. You will say, then, in 1870 or in 1872?
A. I think in the early seventies. I cannot remember; anyhow, it is a matter of record.
Q. Have you been ever since the incorporation of this defendant company, and are you now, a director of it?
A. Yes, sir.
Q. Have you been from the beginning, and are you now, the president of the defendant company, the Standard Oil Company of Ohio?
A. Yes, sir.
Q. As such president and director, you knew the purport of the judgment of the Supreme Court of Ohio in this case, which was entered March 2, 1892?
A. I suppose so; yes, sir.
Q. Please state who were, at the date of the entry of this judgment, March 2, 1892, the officers and directors of this defendant company?

Mr. KLINE: Note an objection to that, if the Master please, because it has all been fully and completely answered.
The COMMISSIONER: I think there is no serious objection to this question, Mr. Kline.
(Question repeated.)

Mr. FLAGG: Mr. Rockefeller, I will read the question
149 again: Please state who were at the date of the entry of this judgment the officers and directors of this defendant company. That is all I want now. I understand the written interrogatories give that exact answer.
The WITNESS: The names and addresses of the directors of the defendant company on March 2, 1892, were: John D. Rockefeller, New York; Frank Rockefeller, Cleveland; F. B. Squire, Cleveland; L. H. Severance, Cleveland; Charles W. Harkness, Cleveland.

Q. Did you say who the president was? Who was the president?
A. Who was the president of the 2nd day of March, 1892?
Q. Yes.
A. I, John D. Rockefeller.
Q. Please state who were the stockholders at this time.

Mr. KLINE: That has also been answered at length.
The COMMISSIONER: The objection is overruled.

The WITNESS: At what time?
Q. At the time of the entry of this judgment, March 2, 1892.
A. The stockholders of the Standard Oil Company of Ohio on the date of the decree in this action were John D. Rockefeller, New York; Frank Rockefeller, Cleveland; F. B. Squire, Cleveland; Charles W. Harkness, Cleveland; and the trustees of the Standard Oil Trust.
Q. Mr. Rockefeller, was there about the date of the entry of this judgment, or were there, a meeting or meetings of the directors of this company, of this defendant company, at which the action of the company apropos of this judgment was discussed or decided upon?

Mr. KLINE: Note an objection to that. If it calls for anything that is relevant or pertinent to the issues in this cause, it calls for matters that are probably matters of record.
The COMMISSIONER: Objection overruled.
(Question repeated.)

The WITNESS: I could not tell from recollection.
Q. Mr. Rockefeller, won't you try to recollect now and see if this question does not fully come to your mind? After this judgment was recorded on March 2, 1892, I ask you if this defendant company, against whom this judgment was recorded, had any meetings of its directors?

Mr. KLINE: I object to it. The witness has already answered it fully, that he cannot recollect at this time.

By the COMMISSIONER:

Q. Do you desire to make any further answer to that?
A. No further answer than I made.

By Mr. FLAGG:

Q. You do not recollect that there was any meeting of the directors of the defendant company apropos of this judgment?
150 A. I say—I could not—I don't recollect whether there was or not; I couldn't tell from recollection about that.
Q. So far as your recollection goes, there was no meeting of the directors of this company concerning the matter of this judgment about the time of the entry of this judgment?

Mr. KLINE: I object to that as an improper question.
The COMMISSIONER: Objection overruled.

The WITNESS: As an answer to that last question, I reiterate my previous answer. I do not see any other answer.

Q. You do not see any other answer; that is your answer?
A. That is my answer; yes.
Q. Between the 2nd day of March, 1892, and the 2nd day of April, 1892, was there any meeting, or any meetings, of the directors of the defendant company?

Mr. KLINE: I object to that, if the Master please. We have already stated what meetings were held.

Q. Was there any meeting at all of any kind of its directors between the 2nd day of March, 1892, and the 2nd day of April, 1892?

Mr. KLINE: You inquired, in answer to the eighteenth interrogatory, Mr. Rockefeller gave you transcripts of the entries in the record book of the corporation, page 9.
The COMMISSIONER: He may answer, I suppose.
(Question repeated.)

The WITNESS: I think I have already answered in my former testimony in reference to the meetings of the directors of the Standard Oil Company of Ohio. I cannot tell from my own recollection about the holding of those meetings six or seven years ago.
Q. Well, the matter of this judgment was rather of a vivid matter to this defendant company. Does not the recollection of that matter aid your remembrance now as to whether or no this defendant company had no meeting about it?

Mr. KLINE: I want to note an objection.
The COMMISSIONER: I think that is not a proper question. In the first place, the first part of it is a mere conclusion. I do not think this witness is entitled to be put to any cross examination, at present, at least, and having fully answered it heretofore, I think that it is entirely improper.

Q. Apart from this, then, is there no circumstance connected with the entry of this judgment against this defendant company that you can recall to refresh your recollection as to whether or not that defendant company had no meeting or meetings concerning that judgment?

Mr. KLINE: I object to the question.
The COMMISSIONER: Objection overruled.
The WITNESS: Have I not already answered that?

151 By Mr. KINKEAD:

Q. This is calling for an additional—any circumstance that might cause you to recollect whether there was any meeting.
A. I do not recall any meetings.

By the COMMISSIONER:

Q. Any circumstance that would lead you to recollect?

By Mr. FLAGG:

Q. Will you say there is no circumstance connected with the matter of the entry of this judgment against this defendant com-

pany that refreshes now your memory as to whether or no there was a meeting of that defendant company?

A. There is nothing that refreshes my memory as to a meeting.

Q. If there was such a meeting or meetings of the directors of this defendant company concerning this judgment about the time of the entry of the judgment, was there a record kept of such meeting or meetings?

Mr. KLINE: Objected to.

The COMMISSIONER: I think that is proper.

Q. Was there a record—if there was any meeting, was there a record kept of such meeting?

A. If there was such a meeting, I suppose there would be a record.

Q. Do you *know* that there would be?

Mr. KLINE: I object to it.

The WITNESS: I suppose there would be a record if there was a meeting.

Q. Is it a mere supposition on your part? You were president of this company?

A. I was president of this company; yes, sir.

Q. And is the question of whether the records of its meetings are kept or not, a supposition or an actual knowledge on your part?

Mr. KLINE: He has already stated that there were records, if the court please.

The WITNESS: I think my testimony has shown all the meetings.

Q. I do not think, Mr. Rockefeller, you have answered my question, then. Isn't the matter of whether there are records of the meetings of the Standard Oil Company of Ohio a matter of knowledge with you and not a matter of supposition; that is all I ask you?

A. The Standard Oil Company of Ohio, I suppose, keep their records the same as any company. I know of no reason of why they do not keep their records the same as any company.

Q. Don't you know that they keep books?

Mr. KLINE: Wait a moment! We object to that.

152 (Question repeated.)

The COMMISSIONER: The witness may answer, if he knows.

The WITNESS: The Standard Oil Company of Ohio, they do keep books.

Q. Will you produce on this examination the book or books containing a record of the meetings of the directors of the Standard Oil Company of Ohio for the months of March, April, May, June—all the months of the year 1892?

Mr. KLINE: You want our book of records? I say to the Commissioner that the record will be produced either here or in Ohio.

The COMMISSIONER: Will the witness answer?

The WITNESS: I have not the custody of that minute book. I haven't the custody of that book, but if desired, we will produce that book cheerfully.

Q. That book, or books?

A. That book; the record of the meetings of the directors of the Standard Oil Company of Ohio.

Q. Was there any stockholders' meeting, or were there any stockholders' meetings, called after the judgment, concerning this judgment, and if yes, state the number of such meetings, where were they held, and who were present?

Mr. KLINE: I object to the question, if there are such meetings. The promise to produce the books and their production——

The COMMISSIONER: That might be answered. I can see where it might be pertinent.

The WITNESS: I think we answered it by stating we would produce the book.

Q. I am asking about stockholders' meetings.

A. We will produce that, too.

Q. I ask you first: Were there any meetings—were there any of the stockholders?

A. I have previously stated here that I could not answer with regard to these meetings.

Q. You said with regard to directors' meetings; you said you could not answer as regards directors' meetings; I am asking you now about stockholders' meetings of this defendant company.

A. I cannot answer about stockholders' meetings. I have already said we will produce the book.

Q. You have not, I beg the witness' pardon, you have not said that you would produce any record that you have of stockholders' meetings. You said that you would produce any record that you have of directors' meetings. Now, if there were any such meetings of stockholders, are they matters of record?

A. I will produce——

Q. (Interrupting.) I do not ask you—I ask you now, having stated that you do not remember whether there were any meetings concerning this judgment about the time of the entry of the judgment, I ask you to state now, if there was such a meeting, or were such
153 meetings, are there in existence records of such a meeting or such meetings?

A. That I cannot tell; but I will produce the book of the stockholders' meetings.

Q. Mr. Rockefeller, please state who, at the time of the entry of this judgment, held 34,993 shares, or within one or two shares of that, of the stock of the defendant company?

Mr. KLINE: That is objected to as having been completely answered and the names of the trustees given.

The WITNESS: All answered.

(Question repeated.)

The COMMISSIONER: The witness may answer the question if he can.

The WITNESS: Trustees.

Q. Trustees of what.

A. The Standard Oil Trust.

Q. You understood that the transfer of this stock to these trustees of the Standard Oil Trust was the act of the company, the defendant company?

Mr. ELLIOTT: Object to that as incompetent.

The COMMISSIONER: I cannot see the competency of that question under the various statements as made by the Attorney-General. I do not think it is very material one way or the other. I am perfectly willing to be very liberal on this examination, both for the State and for the defense, but I think we should not encumber the records with evidence of witnesses which might be mere conclusions of law.

Q. Did you read the decree in this case?

Mr. KLINE: That is immaterial.

The COMMISSIONER: That is proper.

Q. (Continuing:) This decree of the Supreme Court, rendered March 2, 1892?

A. I couldn't tell whether I read it or not. Legal proceedings of that kind are read and interpreted by our counsellors.

Q. You understood that this defendant company was enjoined by the Supreme Court *for* any longer recognizing the transfer of that stock to these trustees?

The COMMISSIONER: Come right to the question itself. I think we can get at that that way. Here is the record; come right to the question and we will see.

Q. Were you one of the trustees of this Trust at that time?

The COMMISSIONER: What time?

Mr. FLAGG: Time of the entry of this judgment.

The WITNESS: I was.

Q. How did this 34,993 shares of stock stand in the hands of the trustees? That is, were they represented by one certificate covering the whole, or did the trustees hold separate stock certificates corresponding in number to the certificates which the original stockholders held and which the original stockholders had surrendered for issue to the trust?

Mr. KLINE: We object to the question. In the pleadings
154 in the original case, decided in 1892, the answer of the defendant stated the facts with respect to the ownership of that stock.

The WITNESS: Am I to answer?

The COMMISSIONER: Yes.

The WITNESS: I do not know of my own knowledge, whether one certificate or more. My impression is one certificate.

Q. You personally were one of the stockholders of the Standard Oil Company of Ohio who transferred your stock for assignment to this trust in 1892?

A. I was.

Q. Did the stock certificate issued for your individual certificate go into the hands of the trustees?

A. The stock certificate? Do you refer to the original certificate that I had in the Standard Oil Company of Ohio?

Q. Yes, sir.

A. And you ask if that certificate went into the hands of the trustees?

Q. No, sir. I ask you if you surrendered that first to the Standard Oil Company of Ohio and asked its transfer?

A. I can't say.

Q. How did you get your stock of the Standard Oil Company of Ohio into the hands of the trustees of the Standard Oil Trust?

A. Well, the agreement—I cannot speak definitely now as to the precise method of that. There is nothing to be concealed about it at all; nothing we desire to conceal about it at all. It is a matter that was well known and understood about. I could not say just out of hand, in the midst of all these many questions you ask, just about that particular—just that particular procedure.

Q. Anyhow, your certificate got into the hands—your stock got into the hands of this trust?

A. It did.

Q. Did you see—after this transaction, did you ever see in anybody's hands your original certificate of the Standard Oil Company of Ohio?

A. Well, I could not say that. That was not a department of work that I attend to; matter of clerical work; I wouldn't——

Q. Do you know whether or no the Standard Oil Company of Ohio issued another certificate here in anybody's name for that original certificate which you surrendered to it?

A. I distinctly stated, Mr. Flagg, that I couldn't remember the exact procedure.

Q. But I am trying to get at it as near as I can from my question to you. Now, I will start again: You did have an original certificate of the Standard Oil Company of Ohio?

A. I did.

Q. When you wanted to get it into this trust, what is the first step you took?

A. I think I delivered it—now, that is the question, whether I delivered it to the trustees directly, or whether I delivered it to the Standard Oil Company, as you say, of Ohio. I say I do not exactly remember the step; but the step, whatever it was, is a matter that can be easily ascertained, just the exact course of proceeding.

Q. From what source can what happened to your certifi-
155 cate, original certificate of the Standard Oil Company of Ohio, on your stock getting into the hands of the trustees, from what source I say, can the knowledge be obtained?

A. What do you mean by that? I have been struggling to find out just exactly what, if you please, just exactly what you mean. I am not aware that anything happened to this certificate in any way—happened, as you say, to my certificate.

Q. Was your original certificate that you had in the Ohio Company given to you by the Ohio Company to be transferred?

A. I have already answered you upon that question. I beg your pardon, I answered you upon that question. That I could not state.

Q. Where can I find out what was done about your certificate?

A. Well, I don't think I could tell at this moment. I don't think I could tell at this moment. There is nothing secret or peculiar about it. It is all very simple. Those were matters of detail attended to by the secretaries and attorneys and not by me. I could not tell any more than I could tell you of the current transactions passing through my office attended to by secretaries. The proceeding, the detail of that proceeding, it would be impossible——

Q. Did the secretary, or any other officer, or anybody, attend to your individual—transfer of your individual—stock?

A. Secretaries have to attend to all my business, except the signing of my name.

Q. What did you do? Did you sign your name?

A. If I was required to, and so advised by my attorney, of course I did.

Q. You would certainly on its transfer?

A. Anything that my attorneys, who are watching and directing carefully, thought was the right and proper thing to do.

Q. Then it is your impression that when you signed your certificate of Standard Oil Company of Ohio stock for its transmission into the hands of the trust, that you did it through an attorney?

A. I cannot tell you just how that was done.

Q. Did you ever see the certificate, any certificate of the Standard Oil Company of Ohio, which was issued for your original certificate which you surrendered, or which you say you may have surrendered, or you have surrendered, to the Standard Oil Company of Ohio, afterwards in the hands of the trustees?

A. I was not the custodian of such certificates.

Q. The trustees were, were they not?

A. The secretary——

Q. (Interrupting.) Would the secretary——

A. The secretary would be the actual custodian and it would not be a matter that I would require—the secretary would attend to business of that kind.

Q. But you will see that you do not remember ever to have seen the certificate of stock or any certificate of stock which was issued by the Ohio Company for your stock, original certificate of stock, which you surrendered to the Ohio Company for transfer to this trust?

156 A. It would be impossible for me to tell about a thing of that kind, occurring sixteen or eighteen years ago.

Q. I understood you to say a little while ago that you understood, I supposed that you had knowledge that the stock of the Ohio Company which was transferred to the trust existed in the hands of these trustees in one certificate?

A. Yes.

Q. So that,—if that is so——

A. (Interrupting.) I did not state that I knew it to be so.

Q. If that is so, if your supposition is correct, then instead of each individual stockholder of the Ohio Company having issued for his stock a separate certificate, and those separate certificates being transferred to one trust, all the certificates of all the stockholders presented to the Ohio Company for transfer were boiled into one certificate and that one certificate was turned into the hands of the trustees; if your supposition, I say, is correct.

Mr. KLINE: I want to make an objection.

The COMMISSIONER: I think this is pertinent.

The WITNESS: Could you give in some fewer words? Define "boiled down." Isn't it the same thing I have answered before? Isn't it just the same thing, Mr. Flagg?

Mr. FLAGG: No; I say if——

The WITNESS: So far I am clear.

Q. If the stock of the defendant company was in one certificate in the hands of the trustees, then all of the certificates of the original stockholders of the Ohio Company must have been merged into one certificate. I mean by "boiled," merged into one certificate?

A. Evidently, if there was one certificate at the end and if there were many in the beginning and there were not many at the end and only this one, they must have been merged into it.

Q. If there were many, was that many before the transfer to the trust? Why was that many resolved into the hands of the trustees, or was it transferred?

A. Mr. Flagg, have I not already said—I think I have already said that I did not know why. I did not know the exact course of procedure.

Q. So that you will answer the last question, you don't know? How will you answer that question finally?

A. Do you mean your long question?

Q. If it existed, if this stock existed in one certificate in the hands of the trustees, when it was merged, when were the original shares merged, were they merged before they came to the hands of the trustees, or were they merged after they came into the hands of the trustees?

A. I can't answer that definitely.

Q. Mr. Rockefeller, did the company, pursuant to any act of the directors or of the officers, request or demand a surrender of these certificates, this certificate or certificates, by the trustee?

157 Mr. KLINE: If the court please, that question has been answered.

The COMMISSIONER: I think it will take shorter time to answer it. (Question repeated.)

Q. Pursuant to any act of the directors, I have said, or officers, did they demand——

A. (Interrupting.) I can't tell. Those are matters—(Witness refers to interrogatory on page 11 of the printed book). By advice of the company's attorneys, the trustees were requested to return for cancellation and reissue to their proper owners the certificates of stock held by them as trustees. There are no formal proceedings

on record with respect thereto, but in compliance with such request the trustees did return for cancellation the certificates of stock held by them. No part of the stock so surrendered has been reissued to the trustees, but the defendant company still retains the certificates so surrendered. Since such surrender it has from time to time issued of said stock that portion thereof more specifically set forth in Answer No. 16, aggregating more than four-sevenths of its entire capital stock, to which individual owners of trust certificates who have surrendered the same have been entitled. The remainder is still in the hands of the defendant company and unissued, but held subject to the demand of its rightful owners and from time to time stock is being issued therefrom.

Q. Mr. Rockefeller, what you have now stated you have read from some pamphlet you held in your hand?

A. This is the testimony that I have already given.

Q. I asked you if you did not read it from some pamphlet you have in your hand?

A. Yes.

Q. What is that pamphlet?

A. This is the record of the testimony.

Q. And your answers to written interrogatories in this case?

A. Yes.

Q. Do you remember what the question, the immediate question, was that I asked you, to which you have read from that as an answer?

Q. Do you refer to your long one?

Q. You know I am referring to my last question, of course. I ask you now if you remember the question. You say you do not.

(Question repeated.)

Q. Now will you please categorically answer that question, my last question?

(Question repeated.)

A. Is the question, the point of the question, whether by the direction of the directors or the stockholders?

Mr. FLAGG: I don't know that I can expressly state the point of the question, if you do not see it. The question by its own stating seems to explain itself. I will read it myself again.

(Question reread.)

The WITNESS: I cannot tell from knowledge—from my
158 remembrance. It was by advice of their counsel, and they were undertaking to take every step with the greatest carefulness to comply with the requirements of the decision of the Supreme Court of Ohio.

Q. Do you conceive the last part of your question to be responsive to my question?

Mr. KLINE: I object to that. I object to the question.

Mr. FLAGG: I would like to have the witness to answer my questions and simply answer them and not interject little speeches.

Q. Did the company, through its officers or directors, make any request or demand of or from these trustees as to this stock?

Mr. KLINE: That has just been answered.

The COMMISSIONER: I overrule any objection to this question.
The WITNESS: I cannot say.

Q. Did the stockholders of this defendant company, pursuant of any vote or action on their part, make any request or demand to or from these trustees touching this stock?
A. I cannot state the details of any steps that were taken in connection with it; not a matter that would come under my attention; not a matter that would be for me to attend to.

Adjourned to 1:45 P. M.

After recess.

Examination continued by Mr. FLAGG:

Q. Mr. Rockefeller, will you please state what was the surplus in excess of capitalization belonging to this defendant company at the time of the entry of this judgment?
A. I could not state. I think that question has been answered.
Q. Was there a surplus?
A. There was a division——
Q. Is that all the answer?
A. (Continuing:) About this time, I believe.
Q. Of a surplus?
A. Yes.
Q. What was the aggregate, or amount, or value of that surplus?
A. I think there was a division of a little more than $3,000,000.
Q. Did the directors of this defendant company hold any meetings after this judgment at which any action was taken touching this surplus?
A. The division of the money must have been acted upon by a meeting of the directors of the company.
Q. Were you present at that meeting?
A. I don't think I was.
Q. What did the defendant company authorize or consent to be done touching this surplus after this judgment?
A. They must have ordered it to be distributed, I suppose.
Q. To the certificate holders of the trust?
A. That is answered. We have answered that.
159 Q. You think you have answered. You consider you have answered that- Is that all the answer to my question?
A. I have made a written answer to that question.
Q. And you abide by that answer, of course?
A. By the written answer, certainly.
Q. Were you present at a meeting of the trust certificate holders on March 21, 1892, at the office of the Standard Oil Company, 26 Broadway, New York City, when the resolution set forth in the information in this contempt proceeding was adopted?
A. In connection with the dissolution of the trust?
Q. Were you present at a meeting of the trust certificate holders at 26 Broadway, March 21, 1892, at the office of the Standard Oil

Company, when the resolution set forth in the information in this proceeding was adopted?

A. I was.

Q. Were you chairman of that meeting?

A. Yes.

Q. What was the immediate cause of the calling of that meeting?

Mr. KLINE: I object to that.

(Question withdrawn.)

Q. Was it because of the entry of the judgment in this case?

Objected to.

The COMMISSIONER: I admit it.

Mr. FLAGG: I do not insist on the question.

Q. Was a record kept of the proceedings of that meeting and can you produce it on this examination?

A. A record was kept. I am not the custodian of those books.

The COMMISSIONER: Can it be produced? was the question.

The WITNESS: I cannot answer that finally now. I can ascertain.

By Mr. FLAGG:

Q. Was there any proposition made that the stock of this defendant, at that meeting, in the hands of the trustees be sold?

A. Sold?

Q. Sold out, out of the hands of the trustees. Did any certificate holder, or anybody at that meeting, make a proposition that the stock should be sold?

Mr. ELLIOTT: Objected to as incompetent. What was proposed and not done is not material to this issue.

The COMMISSIONER: My judgment is that it is a proper question.

The WITNESS: I do not recall such a proposition.

Q. Was there such a proposition considered or voted upon at that meeting?

A. I do not recall that there was.

Q. Was every stockholder of the defendant—you have mentioned the stockholders of the defendant as to who they were—were they owners of trust certificates, all of them?

Mr. KLINE: I object to that.

The COMMISSIONER: I think that is proper.

160 The WITNESS: I could not tell.

Q. Were any or all of the stockholders of the defendant present at this meeting?

A. I could not recall. Do you mean the stockholders of the Standard Oil Company of Ohio? I could not tell.

Q. Was there any request or demand of this defendant company of any kind offered or presented at that meeting?

Mr. KLINE: Objected to as incompetent.

The WITNESS: I do not recall that there was.

Q. Did the defendant company send any communication or expression of wishes, officially or otherwise, to that meeting?

A. I do not recollect that it did.

Q. From your knowledge of the affairs of the defendant company, and of the relations of this company to the trust, was there any reason why the trust certificate holders should not have authorized the trustees to sell the stock of the defendant company, distribute the proceeds of the sale among certificate holders, and thus the defendant company have been disentangled from the trust?

Mr. KLINE: Note an objection to that.

Q. (Continuing:) I say, from your knowledge of the affairs of the Company, and from its relation to the trust, was there any objection to this course?

Mr. KLINE: Before there is an adverse ruling to us we want to be heard. If there is any doubt as to the incompetency of that, we want to be heard a moment.

The COMMISSIONER: I think I would like to hear Mr. Kline upon that proposition.

(Question repeated to Commissioner.)

The COMMISSIONER: I am somewhat in doubt. I am rather inclined to let the question be answered.

(Question repeated to witness.)

The WITNESS: I think there was.

Q. Will you state the objection?

A. I think it would not have been proceeding orderly.

Q. Did the adoption of this course or plan by the certificate holders suggest itself to you as the natural and easy way for the defendant company—to allow the defendant company to conform to the judgment of this Court?

Mr. ELLIOTT: Objected to.

Q. On the suggestion of my associate, the Attorney-General, I will now ask you to state more in detail what your objections to such—what your objections were, if you had any?

A. I was not the lawyer in the case. I would have regarded it as an irregular proceeding, in view of the agreement that held us together from the first; would seem to me an unnatural way to get out; it seemed the natural and only thing; it never occurred to me.

161 Q. It never occurred to you?

A. Never occurred to me that there was any other way provided when the trust was organized.

Q. You adopted the plan your lawyers suggested to you?

A. Certainly.

Q. Have you always been the president of the Board of Trustees of the Standard Oil Trust?

A. I think I have.

Q. Did you participate in the deliberations of the trustees which resulted in the call of this meeting of certificate holders on March 21, 1892?

A. I cannot say as to that.

Q. Was a record kept, do you think, of the meeting of the trustees at which it was decided to call this meeting of March 21, 1892?

A. That I cannot say.
Q. If there were such records, where would they naturally be?
A. They would be with the secretary of the trust.
Q. At 26 Broadway?
A. Yes.
Q. Will you make an effort to have them produced on this examination?
A. I cannot state that now.
Q. You cannot state whether you will make efforts?
A. I cannot state that I will do that.
Q. Will you make efforts to do it?
A. You mean the minute——
Q. Will you make efforts to produce that record here?
A. I was not present at such meeting.
Q. If there are records they are at 26 Broadway?
A. Yes.
Q. And I ask you if you will make an effort to have them produced on this examination?
A. Thas is, if there are records of such a meeting, I will ask for them.
Q. For the purpose of having them produced here?
A. Yes.
Q. Did you vote at the meeting for or against this resolution at this meeting?
A. Voted for it.
Q. Did you by your vote on that resolution have in mind to facilitate the disentanglement of the Standard Oil Company of Ohio from the agreements of 1892?
A. I supposed I was doing just the thing that was in accordance with the agreement, with the requirements of the law, the most direct thing that could be done.
Q. You thought you were obeying, or trying to obey, the orders of the Court?
A. I was trying to do just the thing, under the direction of my counsel.
Q. And facilitated by the action of the certificate holders the disentanglement of this defendant from the trust?
A. It was the step that was in my judgment, in common with the judgment of others, the only way for us to do; yes, sir.
Q. It was a good plan to enable the defendant to obey the orders of this court?
A. The attorneys advised it, of course, in view of the decision.
Q. You didn't think of it, the lawyers thought of it; you
162 approved of it after the lawyers thought of it?
A. It appealed to my judgment. I never thought of any other way, having knowledge of the original papers.
Q. Did you do anything else than adopt the plan suggested by your lawyers?
A. We followed the advice of our counsel, I suppose.
Q. And you approved it?
A. I approved it. It was approved by a vote of 85,000 shares.
Q. Not shares; certificate holders?

A. 85,000 of the certificate.
Q. Certificate holders of the trust?
A. Yes.
Q. You did not mean shares of the defendant company?
A. Oh, no.
Q. Did you consider that in order to disentangle this particular company from the trust it was absolutely necessary to dissolve the whole trust?

Mr. ELLIOTT: That we object to as incompetent and not material.
The COMMISSIONER: I think that might be answered.

Q. What do you say, Mr. Rockefeller?
A. We thought we were doing the only thing we could do.
Q. You thought it was necessary to dissolve the whole trust?
A. We thought this step we took was necessary; didn't have an idea of anything else.
Q. Then you mean to answer my question by saying, yes, you thought it was necessary to dissolve the whole trust?
A. Yes.
Q. Do you say "Yes" to that?
A. I thought it was necessary to do just what we did.
Q. From your knowledge of the affairs of all the constituent companies of the trust, and of the trust itself, can you state why it was not possible to wind up the trust by selling all the property of the trust, including the stock of the constituent companies as well as the property which it was resolved on that night to sell?

Mr. ELLIOTT: Objected to on behalf of the defendant as incompetent and immaterial.
Mr. KLINE: We want to be heard a little on that.
The COMMISSIONER: I think it is more proper for an argument by counsel to the court than it is for a question to be propounded to a witness. I sustain the objection to the question as propounded.

Q. Now, Mr. Rockefeller, have you a copy of the agreement of 1882 with you?
A. I have not.
Q. Perhaps you can recollect sufficiently to say whether or not in that agreement of 1882 it does not give the certificate holders power to wind up the trust in any manner they desire?

Mr. ELLIOTT: Objected to on the ground that the agreement speaks for itself.
The COMMISSIONER: Objection sustained.

163 Q. Do you know of anything, or did you know of anything at the time of this meting, which would have prevented the purchasers of these corporate stocks at a sale so authorized by the certificate holders from being the actual and independent owners of the same?

Mr. KLINE: Objected to as immaterial and incompetent.

Q. Do you know of any reason?

The COMMISSIONER: Is there anything to be added to the question? I don't myself understand it.

Mr. FLAGG: Add:—And so this defendant, the Standard Oil Company, resume its independent existence.

Mr. ELLIOTT: That is the same thing, in substance.

The COMMISSIONER: To be consistent with my former ruling I must sustain the objection to this question.

Q. Would not the effect of such a resolution by this meeting of certificate holders, and a sale thereunder, have absolutely placed the defendant company in conformity with the judgment of this court?

Mr. ELLIOTT: Same objection.

The COMMISSIONER: Objection sustained.

Q. Mr. Rockefeller, I think you have stated in your answers to the written interrogatories, and also have set forth in your answer, that you and your co-trustees of this trust have always been the owners of a majority of the stock of each of the constituent companies?

(Question repeated.)

A. I affirm it, whatever I have said on the subject before.

Q. Whatever you said in your answer is true?

A. It is.

Q. Will you turn to your answers to the printed interrogatories and state from it the number of shares of defendant company which have come into the hands of individual owners since the adoption of this resolution other than into the hands of trustees? Turn to your answers to the printed interrogatories and state from that pamphlet the number of shares of the defendant company which have come into the hands of individual owners since the adoption of this resolution, other than into the hands of yourself and your co-trustees?

Mr. KLINE: I object to it.

The COMMISSIONER: I think it is competent.

Mr. FLAGG (To Mr. Kline): Will you make the computation and we will go on with the examination of the witness?

Q. You have said in your answer in this proceeding that the certificates of the trust were, at the time of this judgment and resolution, widely distributed; can you state from your knowledge whether or not they were largely held by people of limited means?

Mr. KLINE: I object to that.

The COMMISSIONER: I think it is competent.

The WITNESS: I could not.

Q. Was it comparatively easy for yourself and your co-trustees to change your ownership of certificates of the trust under this
164 resolution into individual ownership of the stock of this defendant and of the other constituent companies?

Mr. KLINE: I object to it. It is a matter of no importance.

The COMMISSIONER: I think that may be answered.

(Question repeated.)

The WITNESS: I can't speak for the other people. I would a great

deal rather not have done it. Nothing but the requirement of the court would have caused me to do it.

Q. But it was financially an easy proposition to you?

Mr. KLINE: I object to it.

The COMMISSIONER: I think there is no harm in his answering.

The WITNESS: I don't think I could say it was an easy proposition to me. It was a very trying proposition to me.

Q. Why was it a hard proposition for you?

A. It made a great deal of trouble and bother for one thing. It was a great deal of annoyance and trouble to make the change.

Q. Any other reasons?

A. No, I don't know as there is anything. It was not an easy thing to do, you know.

Q. Not for an ordinary man. I am talking about you and your co-trustees?

A. I am the ordinary man all the time.

Q. Well, now, Mr. Rockefeller, you have just said that this changing of your ownership of these securities was a good deal of trouble and annoyance to you; what was the process of exchange which did cause that annoyance?

A. There was a great deal of labor and bother attending this.

Q. Did you look after it personally?

A. No, no; I didn't do the work personally. It was a great deal of labor and bother that came upon my office to do this thing, of course.

Q. That is, it was an anxiety of mind?

A. I did not say that it was an anxiety of mind, did I? I said labor and bother upon my office.

Q. Did you perform that labor and undergo that bother yourself, personally?

A. I did not perform the labor.

Q. Did you undergo the bother personally?

A. Does it not come to that? Oh, yes, of course; the bother to my office is bother to me; and trouble—making all these transfers and all this extra work—of course was not a pleasant, comfortable thing for me to do, or anybody else who had to do it.

Q. It was a personal bother to you?

A. It was an annoyance.

Q. Is it not a fact that persons of limited means, if it gave you this trouble, yourself, you must have found it a hard proposition to change their ownership under this resolution of these trust securities into independent ownership of corporate stocks?

Mr. ELLIOTT: Objected to as incompetent.

The COMMISSIONER: That is not competent.

165 Q. Are the trust certificates at present quoted at a price, and do they have a market price, and are they received generally as security for loans, and were they at the time of this judgment and of this resolution?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: I think there is no objection to that question.

The WITNESS: Yes.

Q. Suppose a small capitalist exchanged your trust certificates under your resolution into these corporate stocks, could he obtain a loan upon them? Would he find a market price?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: I don't think this is proper.

Q. If the owner of trust certificates to an amount of less than $50,000 should turn them into corporate stocks under your resolution, would he not receive fractions of shares in the consignment companies?

Mr. ELLIOTT: Objected to as incompetent.

The COMMISSIONER: My judgment is that that is proper.

The WITNESS: I don't know how I could answer that without making a computation. I would not know out of hand without——

Q. (Interrupting) Do you at present know how much in value of certificates a person must present in order under your resolution to receive one share in all these constituent companies, at the market price of the certificates, at the time of the passage of this resolution or at the present time?

Mr. KLINE: Objected to for the reason that the resolution itself shows.

The COMMISSIONER: I think it may be answered.

The WITNESS: I don't know.

Q. Does it go up into the thousands of dollars?

Mr. KLINE: I object to that.

(Question withdrawn.)

Q. Under this resolution, does a certificate holder who exchanges his certificate into corporate stock, receive any dividend on fractional shares of corporate stock which is issued to him?

A. I should have to look to the paper to see how that was left.

Q. Is it not a fact that a great number of those original certificate holders have stopped half-way on the road in their attempts to secure corporate ownership and been content with their certificates to legal title?

Mr. KLINE: Objected to as incompetent — comment.

(Question withdrawn.)

Q. Conceding what you state in your answer that the only way by which this defendant could have withdrawn from the trust agreement was through the issuance of the capital stock to the various owners whose ownership was evidenced by their holding of trust
166 certificates, I ask you if this defendant corporation in this plan resolved upon by the certificate holders of the trust at their meeting on March 22, 1892, has pursued a policy intended to accomplish that result?

Mr. ELLIOTT: Counsel for the defendant objects for the reason that it is incompetent and asks for the opinion of the witness.

The COMMISSIONER: I sustain the objection.

Q. Was it not announced by the counsel of the trust at the

meeting at which this plan was adopted that the very same persons and interests would control the different corporations as before the resolution?

Mr. ELLIOTT: That is objected to. It is all in the record already filed in the case.

The COMMISSIONER: The objection is sustained upon the ground that the answer sought from this witness is fully set forth in the record.

Q. Now, Mr. Rockefeller, do the corporate stocks of these constituent companies at present, to your knowledge, have any market price?

Mr. ELLIOTT: Objected to as immaterial.

The COMMISSIONER: I do not see any material objection to it. Let it be answered.

The WITNESS: I don't know that I recall any transactions in them.

Q. This resolution which was adopted as providing a means for this defendant to disentangle itself from the trust looks to the exchange by certificate holders, which you say do have a market price, into corporate stocks which do not have a market price, does it?

Mr. ELLIOTT: That I object to. The witness has not said so.

The COMMISSIONER: The witness may answer it.

(Question repeated.)

A. Corporate stock is what I have got, nothing else.

Q. Is that all the answer to the question?

A. I don't know; we will see; all in the same boat; nobody asked to take any position that I myself did not take and my associates, who went immediately into compliance with the requirement of that court.

Q. That is all the answer that you think of to my question?

A. I don't know that it is. You will note that nobody else is asked to take any position that our people did not take, if that hypothesis is correct, who went immediately, in obedience as they were advised to the mandate of that court. It is not a case of having others worse off, according to the presentation of our honored friend; they must be better off than I am who obeyed and have done everything that I could to cause others to obey.

Q. Speaking now of yourself personally, instead of speaking of the company?

A. I am speaking of myself as having taken those interests in those corporate stocks.

Q. As contrasted with those who have not?

A. (Continuing) All I have got in the world.

167 Q. Your condition personally is harder than those that have not?

A. Yes.

Q. Now, referring to an answer to a written interrogatory, you say by the advice of the defendant's attorneys the trustees were requested to return for cancellation and re-issue the certificates of stock held by them as trustees; please state who made that request to the trustees.

A. I could not state.

Q. How was the stock returned in answer to such a request? In one certificate, or more?

A. I could not positively state.

Q. What is your impression?

A. My impression would be that it would be one certificate.

Q. Was all the stock of the defendant company which was so returned transferred out of the trustee's names?

A. I so understand it.

Q. Into what name or names was this stock transferred when you returned it to the defendant company?

A. I think I have answered that question before.

Q. Will you now state—I think you are mistaken as to that—will you now state into whose name, if anybody's name, that stock was transferred when the trustees returned it?

Mr. KLINE: Does the Master hold that we are to answer and reanswer these questions?

The COMMISSSIONER: I think that question may be answered.

A. I have not seen that certificate.

Q. And you say you don't know?

A. I have not seen that certificate.

Q. Is that all your answer? When you sent that one certificate back, was it transferred to anybody's name? You transferred it out of the hands of the trustees and you sent it back to the company; whose name was it transferred to? To the name of the company, or to whom, that one certificate?

A. I could not know surely without an inquiry on that subject.

Q. Do you think from your knowledge of the affairs of this defendant company that that certificate is in existence?

A. We have stated in answer, I think, that the certificate was in existence, and that as the stocks came in we kept——

Q. (Interrupting.) You kept a record of those certificates, didn't you?

A. Yes.

Q. Will you produce that certificate on this examination?

Mr. KLINE: It will be produced just as I have told the Master in respect to the other books in this proceeding.

Q. Did the company keep at this time in 1892, and has it ever since its organization kept transfer books and stock certificate books?

A. It has kept stock certificate books.

Q. Has it kept any books which show the record of the transfer of its stock—stub transfer books?

A. I suppose so. How could it——

168 Q. I will ask the same question in respect to producing these——

Mr. Kline on behalf of the defendant says he will produce that transfer and stock book since March 2nd, 1892.

Q. Referring now again to your answer to a written interrogatory, you say that the defendant company has made no distribution of earnings since March 31st, 1892. Will you say that it has made no earnings?

A. That it has made no earnings or made no distribution? It has made no distribution.

Q. Do you also say that it has made no earnings?

Mr. KLINE: Objected to. He has already answered that question.

The WITNESS: I am not aware that I have said that.

Q. You said that it had distributed no earnings?

A. Yes.

Q. Now, will you also say that it has made no earnings?

A. I have not said so.

Q. I say, will you say that it has made no earnings? Has it made earnings since 1892, since this judgment?

A. Yes, I suppose it has.

Q. Is it a supposition on your part, as president of the company?

A. Oh, I don't think there is any doubt but it has made some money.

Q. You have said in answer to a written interrogatory that it has on hand $700,000 of surplus in Government bonds; does that represent those earnings since 1892?

A. I could not say.

Q. Now again you say in answer to a written interrogatory that the owners of trust certificates unredeemed do not receive dividends or earnings from the defendant company; do such owners of unexchanged trust certificates receive dividends or earnings of any companies

Mr. ELLIOTT: That we object to.

The COMMISSIONER: I should think that might be answered.

The WITNESS: The companies that have made dividends have made those—have given the money to the trustees and the trustees have given it to certificate holders.

By Mr. ELLIOTT:

Q. You mean all the dividends?

A. Just such part as these certificates and no more; just the pro rata.

By Mr. FLAGG:

Q. That is upon the undistributed trust certificates?

A. Upon the undistributed trust certificates of whatever form.

Q. Now, then, there is a difference in the action of the defendant company in its treatment as to its undistributed stock for that of the action of other constituent companies as to their undistributed stock?

Mr. KLINE: Objected to.

The COMMISSIONER: Let it be answered.

A. It is true that all the stock of the defendant company
169 was returned; that is true; all the stock of the defendant company was returned.

Q. Is that all the answer to the question?

A. I concede that that is true; that is what I am claiming; that all was returned; that all was returned to the defendant company.

Q. You conceive that to be an answer to my question? You think you have answered my question by the answer you have just made?

A. Perhaps I have answered it so far. That was all returned. You refer to the——

Q. (Interrupting.) I asked you specifically—(third previous question repeated).

The WITNESS: The stock of the other companies has not been all returned, only the proportion according to the certificates.

Q. By proportion according to the——

A. (Continuing:) In other words, the outstanding certificates when returned would receive the equivalent of the stock in the other companies. Of course, they would also receive the equivalent in this that is held there for satisfying such return.

Q. You mean then that the stock certificates of the other constituent companies, except the stock of this defendant, has not yet, all of it, passed out of the hands of the trustees?

A. No, it has not.

Q. But the stock, you claim, of this defendant company has actually passed out of the hands of the trustees into the hands of the company itself or into hands of stockholders of that company who have made the exchange?

A. Into the hands of the defendant company. Any portion that is left is in the hands of the defendant company.

Q. Any portion that has not been exchanged?

A. Yes.

Q. Exchanged or redeemed trust certificates?

A. Yes.

Q. Now, Mr. Rockefeller, will you kindly state to me, if you will, why there has been this difference of treatment by the trustees of the stock of the defendant company from their treatment of the stock of the other constituent companies?

A. Under the advice of the counsel to do everything possible to comply with the decision of the court; that is all.

Q. As to this defendant company?

A. Yes.

Q. Then I will ask you another question. Is it provided in the resolution as the first step—excuse me for asking this question as the foundation for another question—as the first step to get those certificates of ownership into corporate ownership that the certificate owners shall present to the trustees their original certificates, which are called certificates of equitable interest and get in exchange for them from such liquidating trustees certificates called certificates of legal title, is it not?

Mr. ELLIOTT: Objected to as incompetent for the reason that the resolution is the best evidence.

170 The COMMISSIONER: Conceding that to be the resolution, why not follow your question right on there?

Mr. FLAGG: Leave that unanswered a minute.

Q. Now, do these liquidating trustees at the present time, and have they ever since the passage of this resolution, given certificates

of legal title to the stock of the defendant company, on the surrender of them to these trust certificates?

A. The stock is transferred to this company and as any shares come in they reduce that amount of stock which this company holds, and they reduce it by presenting to the defendant company certificates of legal title issued by the liquidating trustees. If a man takes a certificate he has to get an interest in all the companies to get an interest in this company, just the same as any other, precisely, and when he gets his interest to the extent of that interest that certificate is reduced which is held by that company.

Q. And that is the case at present with the residu-m of stock that is now in the hands of the defendant company unissued?

A. Namely—yes, that it is reduced to the extent that the trust certificates, or evidences of legal title, are presented to that company in common with all other companies, of course.

Q. And those certificates of legal title are made and signed by the liquidating trustees?

A. Yes.

Q. Now, then, I will come back, Mr. Rockefeller, to my original question, if you will excuse me. The liquidating trustees at the present time issue certificates of legal title to the stocks of the defendant company on the presentation to them by certificate holders of the original certificates of equitable interest?

A. Yes.

Adjourned to Wednesday morning, October 12th, at 10:00 A. M.

By Mr. KINKEAD:

Q. Mr. Rockefeller, I want you to see if we cannot clear up something about the distribution of the surplus spoken of yesterday. It is said in your answer that there was a large accumulation of surplus in the hands of the defendant company and that you made a distribution of that sum through the trustees of the Standard Oil Trust. Is that a fact?

A. I believe I did answer that yesterday, did I not?

Q. Yes, sir.

A. My former testimony refers specifically to that.

Q. Can you state from recollection the amount of that surplus, approximately or otherwise?

A. May I have reference to the answer——

Mr. KLINE: We stated the specific amount in the answer to your last interrogatories that we made, the twenty-third interrogatory. Don't you remember?

Q. Well, this defendant company?

Mr. KLINE: Yes, sir, this defendant company.

171 Q. Twenty-third interrogatory, you said, didn't you?

Mr. KLINE: Yes, sir.

Q. Don't you remember I was close upon that nearly at the close last night and you answered?

A. It is specifically referred to in my supplementary answer.

Mr. KLINE: In answer to the twenty-third interrogatory, Mr.

Rockefeller has said, "Of this sum on March 17, 1892, it handed over to the trustees $3,219,540 for distribution by them among the holders of the trust certificates."

Q. Was there any record made upon the books of the trustees of the Standard Oil Trust as to that fund being turned over to them for distribution?

A. If it were turned over to them, their treasurer's books would show the receipt of it.

Q. And the record, if any, the defendant company would have of the turning over of that money?

A. Mr. Kinkead, that was inquired of by Mr. Flagg.

Q. Yes, sir, but I mean book accounts now and not any directors' record. Would there be any book account of the turning over of this three million of dollars and upwards?

A. Whatever the sum was there, why, it would be entered upon the book in the case of the defendant company, and in the case of the liquidation trustees.

Q. I want to know specifically the nature of the bookkeeping which is done by the Standard Oil Trust relative to this surplus and who has charge of those books?

A. Relative to this particular surplus?

Q. Yes.

A. Well, it is the ordinary method of bookkeeping. There is nothing—regular, double-entry bookkeeping. This would be received, and then on the other side it would be paid out. That is very simple.

Mr. KLINE: That is the trustees'.

Q. Now, that would be of the liquidating trustees or of the original trustees?

A. In this particular case, if my recollection serves me, we applied to the court with reference to this distribution and had their approval of this distribution. Whether it comes to the trustees before—I suppose it does—the trustees before—in that special case.

Q. Have the liquidating trustees opened up any new set of books or commenced any new accounts or kept their books any differently from the old trustees?

A. The dissolution of the trust marked the end of that bookkeeping, of course. The liquidating trustees made the beginning of a new condition of things. The duties of the liquidating trustees were of course different from the old trustees'.

Q. How different?

A. I don't know that I could from recollection state everything.

Q. Well, do the best you can.

A. The old trustees had power voted, or did vote the stocks which were held by them after the dissolution of the trust, which dissolution was in the most perfect good faith, in obedience to what
172 we were advised by the best counsel and our own judgment of the mandate of the Court of Ohio. The old trustees voted all these shares. The new trustees could not vote any of them and did not vote any of them, as appears in the record of the dissolution of the trust. They could not, nor did they ever vote these shares

after the dissolution of the trust or after a brief period which was referred to, it may be a month, or two, or three, not more than four months, whatever that time was. After that time, they never voted these shares. That would be one important difference.

Q. Now, let me ask you to give——

Mr. KLINE (interrupting): Have you stated all the differences?

Q. Go ahead, I would like to have all the differences in your own way.

A. The liquidating trustees had assigned to them certain duties which——

Q. By whom were those duties assigned?

A. They were assigned to them—I will tell you just as it appears in the record here (looking into pamphlet). "At this meeting of dissolution of the trust"—(reading from pamphlet)—Well, perhaps I can state it better than to undertake to read it. It is right here. They were to divide certain moneys and in addition to that to add to those moneys the sale of certain stocks, and that was one duty that they did perform. Another duty was to make the transfer of the trust certificates into the ownership of the companies.

Mr. MONNETT: The constituent companies?

The WITNESS: Yes. That is two.

Q. Will you right there explain how they were to do that? Were they to personally superintend the liquidating of these trust certificates? That is, were they to see to it and give notice to those who held them and use all of their efforts towards reducing them or to cancelling them?

A. My impression is they sent broadcast in the publications and otherwise just the particular things that were done. I could not now state from recollection, but they did all that they could do.

Q. Well, I don't care to know exactly, but if you will pardon me, had you answered what you began before? A. You had just stated the duties, and the remaining duty——

A. Well, they had nothing else to do but these three specific things: The first is as I have stated, the division of anything that was left and the sale of certain securities that were left to them, and that was done and accomplished very soon after March, perhaps two or three months. That was one thing. Then, the matter of the transfer of these certificates was another thing, and then in addition to that, the matter of simply handing to the holders of certificates through their treasurer the moneys which came into their hands from the companies.

Q. I am a little curious to know. Now, you were defining the duties of the trustees and saying that it was your duty to see that this transfer and liquidation of the certificates was made. Can
173 you give approximately the number of the trust certificates that were out so as to show to the court now whether or not it was a matter that could be attended to easily or within a short time?

Mr. KLINE: That has all been stated, and tabulated forms of the progress made each year.

The WITNESS: I was seeking—and if you will call me down if I don't answer specifically, I want to answer you specifically——

Mr. MONNETT: You have been very fair.

The WITNESS: I want to answer you fairly and directly and I do not wish to consume time at all.

Q. I would like to know, Mr. Rockefeller, if you could not or would not produce to this Commissioner a copy from the books of the liquidating trustees of the payment to them by the Ohio Company of this surplus of three millions and upwards, whatever the figures are.

Mr. KLINE: Well, we will produce nothing of that kind, because we have stated to you fully what we did, what distribution was made of the money which was divided. It was divided, I think, in May or June, and there is no necessity for it.

Q. That is hardly pertinent as an objection. We want the best evidence.

The COMMISSIONER: He does not object to it, as I understand.

Q. I did not understand Mr. Kline's remark.

The WITNESS (continuing): I stated under oath, and unqualifiedly, that this was paid to the trustees. There is no qualification whatever of this statement. I am only one of a number of trustees. I could not say that I could—I could not promise that I could comply with the request.

Q. Now, Mr. Rockefeller, we don't want to ask anything unreasonable, but the order of the Supreme Court of Ohio says for this Commissioner to make an examination into the affairs and books of the company. Now, that is a matter which relates to the Ohio Company, so far as its connection with the trust is concerned.

Mr. ELLIOTT: Not the books of the trust.

Q. (Continuing:) And it reflects upon the action of this trust, and in pursuance of that order we would have a copy of just that portion. That is all. A mere statement of it, in whatever form it may be.

Mr. ELLIOTT: I think Mr. Rockefeller has made a full and fair statement of that——

Mr. KINKEAD (interrupting): We want the evidential facts and no other.

Mr. ELLIOTT: This witness cannot agree to produce the books of the Standard Oil Trust.

Mr. KINKEAD: Well, why can't he?

Mr. ELLIOTT: Because he has not the control of them and I advised him not to.

174 Q. I want to ask you further: Are you willing, Mr. Rockefeller, as President of the Standard Oil Company of Ohio, and also as President of the Standard Oil Trust, and as Chairman of the Trustees, are you willing, in obedience now to what the Supreme Court wants by this order, to make an effort to produce that copy that we desire?

A. Well, what requirement of the Supreme Court, if I might ask?

(Question repeated.)

The WITNESS: I so understand that it was the Standard Oil Company of Ohio and was not the liquidating trustees of the Standard Oil Trust. I made that distinction.

Q. But that leads out in his connection with the Standard Oil Trust, and therefore it is pertinent to this examination.

Mr. MONNETT: It is not of the Standard Oil Company of Ohio, but it is to the issue of necessary process and subpœnas duces tecum for the production by witnesses of such books and such other evidence as may be necessary. We do not ask anything outside of your liquidating trustees or your Standard Oil Trust except in connection with this.

Q. If those matters are competent evidence under this order—and they certainly seem to be, because they relate to what this defendant has done—we have even here——

A. But this defendant though—will you pardon me—is the Standard Oil Company of Ohio. It is not the trustees in liquidation of the Standard Oil Trust, as I understand it,—known as the liquidating trustees.

Q. Now, Mr. Rockefeller, I presume you will say the record shows this, but as reflecting upon what we are aiming at now, are not the trustees—I mean the directors of the Standard Oil Company of Ohio—all of them trustees of the Standard Oil Trust?

A. If you will allow me to see the book, I could answer that specifically.

Q. I will change the question.

A. I will tell you frankly.

Q. (Looking at book.) Are not William Rockefeller, H. M. Flagler, H. H. Rodgers, John D. Archbold, Wesley H. Tilford, Oliver H. Payne, Charles W. Harkness and youself all directors of the Standard Oil Company of Ohio, and also trustees, and are all the trustees, the liquidating trustees, of the Standard Oil Trust?

A. No, sir.

Mr. KLINE: That is objectionable.

The WITNESS: My answer is no, they are not.

Q. What ones are not?

Mr. KLINE: I submit it to the Master, please, that it has all been answered in the statements given from which the comparison has been made.

Q. What ones are not?

A. Do I change my answer? My answer was no.

Q. Your answer was no, that they are not all trustees; you mean——

A. (Interrupting.) My answer was simply no to the question you put.

Q. My question was, what gentlemen are trustees and directors of the Standard Oil Company of Ohio.

175 Mr. KLINE: By reference to page 4 you will find the organization of the company (handling pamphlet to witness).

The WITNESS: At what date, if you please?

Q. Now.

A. Well, that would be—I will get it for you instantly (looking at pamphlet). Well, I see here November 9, 1897—No, that is not the—I don't see it. (Continuing.) The names and addresses of the directors of said company, that is, Standard Oil Company of Ohio, on November 9, 1897, were John D. Rockefeller, New York; Frank Rockefeller, Cleveland; F. B. Squire, Cleveland; Martin Snider, Cleveland; A. M. McGregor, New York.

Q. Then you say that Mr. Flagler, Mr. Rogers, Mr. Archbold, Mr. Tilford and Mr. Harkness are not directors of the Standard Oil Company of Ohio?

A. Yes, sir, I do.

Q. Then you say that you are the only one of the trustees, of the liquidating trustees, that is a director of the Standard Oil Company of Ohio?

A. I do, yes, sir.

Q. Well, now, coming back to the question a while ago: I asked you whether or not you would make an effort—or request—in compliance with this order to produce that copy of reference to this surplus. Make your answer to that, and we will pass by whatever it is.

Mr. KLINE: Well, he has already answered it.

Q. I don't think he did himself direct (to witness). You said you could not promise to comply with the request. Then do I understand by that that you do not promise? That makes it more exact. Do I understand by your answer that you do not promise or that you will not?

A. Yes, if it comes to that.

Q. Now, I would like to inquire of you to tell us in a general way how it happens that the Standard Oil Company of Ohio accumulated that large amount of surplus prior to the dissolution of the trust?

Mr. KLINE: That is explained in the answer. That is already given.

Q. Oh, it simply states it in a general way.

A. It states it specifically, and, if you will allow me to read from it, I will give you the precise information.

Mr. KLINE: In the twenty-third interrogatory it is set out in full—the history of the origin of it (pointing to pamphlet)—there it is.

(Question repeated.)

The WITNESS: This was the supplementary answer which I have already made, Mr. Kinkead. Prior to August 5, 1891, the defendant company was the owner of a large number of tank cars, most of which had accumulated under the management of the trustees, which were rented to other companies. Its stockholders and directors determined that they should discontinue the transportation business and on August 5, 1891, the defendant company sold its tank cars to the United Tank Line Company.

Mr. MONNETT: The Union Tank Line Company.

Q. Is that all?

A. (Continuing:) And received in payment therefor the
176 sum of $3,500,000. Of this sum on March 17, 1892, it handed over to the trustees $3,219,540 for distribution by them among the holders of trust certificates, this being the distribution referred to in the answer filed by this company, and the only distribution or payment made by the defendant company to the trustees since the formal decree of this Court. This sum, or the balance remaining after the settlement of all contracts, agreements, and so forth, of the trustees, as shown by the resolution of May 16, 1892, was distributed to the holders of the trust certificates.

Q. You had—the defendant company had—no other surplus except that arising from the sale of their tank cars?

A. That was all. It was deemed safe to——

Q. (Interrupting.) And the surplus, then, at the time of the decree of the Court, consisted in property, not in money?

A. No, these were sold for money.

Q. Yes, but they were not sold until after. They were sold in 1891.

A. Yes, in the fall of 1891. This was received in money for the sale of these cars and the major part of it was handed over and was distributed.

Q. Well, now, the Union Tank Line Company, what was that, will you tell us?

Mr. KLINE: I object to that as wholly immaterial.

The COMMISSIONER: I judge it is preliminary. That question may be answered.

Mr. KLINE: I note an exception to that. In answer to the twenty-third interrogatory it is stated as one of the constituent companies during the year 1892.

Q. You mean in the supplementary answers?

Mr. KLINE: Yes, sir.

Q. That is a New Jersey corporation organized about August 5, 1891, is it not?

A. I could not tell as to that. I would have to refer to the testimony. I should have to get information to answer that question.

Q. Have you it at hand so you can tell?

Mr. ELLIOTT: There is nothing here that would tell.

Mr. KLINE: I do not know or I would tell you.

Mr. KINKEAD: I do know that it was August 5, 1891. I have seen a copy of the certificate of the articles of incorporation.

Q. Was it not organized only about twenty-two days before this sale of the tank cars was made to it.

Mr. KLINE: That is immaterial. I object to it.

Mr. ELLIOTT: Mr. Rockefeller has already answered that he did not know when it was organized.

The WITNESS: I have no information upon that subject.

177 Q. What was the method of the Ohio Company—what was the method of the business of the Ohio Company just prior to the decree of this Court so far as its connection with the trust was concerned?

Mr. KLINE: Has not that been answered, Mr. Kinkead?

Mr. KINKEAD: No, we have never known anything about that.

(Long discussion as to this question. Stenographer directed not to report same.)

Q. I mean the direct management by the officers of the affairs of the company?

A. Since the dissolution the Standard Oil Company of Ohio has been managed entirely by its officers and owners. Before it was controlled by the vote of the trustees. It is now the same as any other corporation organized under the laws of Ohio.

Q. In response to that answer let me suggest and ask you if it is not the same as any other Ohio corporation organized and doing business in that State, excepting that 13,643 shares of its stock, or thereabouts, are still in the hands of the Standard Oil trustees, liquidating trustees.

(Long argument on this question and objection to the same by Mr. Kline on the ground that it was a matter of discussion.)

The COMMISSIONER: The question may be answered.

The WITNESS: I think I have already stated that none of the stock of the Standard Oil Company of Ohio, this defendant, was in the hands of the liquidating trustees, but that it was all in the possession of the defendant company, the Standard Oil Company of Ohio.

Q. In one certificate I believe you state——

A. As to that I am not clear.

Q. Let us pursue that a little further. Do not the original trust certificates and also the liquidating certificates which are issued under the plan of liquidation adopted by the trustees and the certificates of assignment of legal title issued by the liquidating trustees each and all represent an equitable interest in the stocks of all of the companies which composed the trust, and do those certificates not represent an equitable interest in the stocks of the Standard Oil Company of Ohio?

Mr. KLINE: Note an objection. You assume something in the question that you don't mean. The plan of liquidation was not adopted by the action of the trustees but by the action of the certificate holders themselves.

Mr. KINKEAD: I accede to the suggestion.

(Question repeated.)

The COMMISSIONER: I think that might be answered, Mr. Rockefeller.

The WITNESS: I think I answered it yesterday when I stated that each time—and there was no desire for anything only to be perfectly frank—each time a certificate was returned they were reduced——

Q. I will put the question differently. Did not the original trust certificates represent an equitable interest in all of the stocks of the constituent companies?

A. Yes, sir.

178 Q. Don't the liquidating certificates represent an equitable interest in all of the stocks in the various constituent companies yet unissued, notwithstanding the fact that you say that all stocks have been bodily returned, yet there remains some stock unissued. Now, don't those new certificates represent an equitable interest in all this stock yet unissued by the Standard Oil Company of Ohio?

A. I said yesterday that every time a certificate was presented it reduced that certificate.

Q. Now, let me ask you, Mr. Rockefeller, have the Standard Oil Trust—well, by the way, do you own any of these trust certificates, these new ones?

(Objection; discussion, and objection withdrawn.)

The WITNESS: No, Mr. Kinkead, I do not own any of them, either the new ones or the old ones. My interest is entirely in the constituent companies, and I put it all in there just as quick as the steps could be taken after the decision of that Court.

Q. And you said yesterday that was all that you had in the world?

A. Well, all that I had in that particular department of business.

Q. Now, you state, Mr. Rockefeller, that you have in the Standard Oil Company of Ohio, 9,244 shares of the corporate stock of that company?

A. Well, do you know that I do? I do not know the exact number.

Q. Yes, that is your answer there (pointing)?

A. Yes, sir; I stand by this answer; 9,244 shares, Mr. Kinkead.

Q. Now you say that you do not own any of the trust certificates in any form?

A. None whatever if you will pardon me. In other words, I am just as separate from any relation to the liquidating trustees as a man can be, only that I have those two or three duties to perform. That is all. In other words, if I were to step out to-day, so far I am concerned as a liquidating trustee, I would be in just the same position—and I have desired for a long time to do it, but my friends think that I ought not to do it. I have a duty to these shareholders—if I should step out I would be in just the same position that you would be if you were to come and buy from me one hundred shares or an interest in those constituent companies. Just as absolutely separate from the old trust or the new trust.

Q. Now, you say you surrendered all of your shares?

A. I do.

Q. Did you get a corresponding amount or number of the shares of this constituent company, of the other constituent companies, as you did for these trust certificates which you surrendered?

A. I got just the exact proportion of each one of those companies that I did get of this Standard Oil Company of Ohio.

Q. Do you say—I believe you said yesterday—that you did not draw any dividends upon this large holding in the Standard Oil Company of Ohio, those 9,244 shares?

A. I do.

179 Q. Do you get any dividends upon the shares which you hold in the other constituent companies?

Mr. KLINE: I object to it.

Mr. KINKEAD: It is most important.

Mr. KLINE: It is irrelevant.

The COMMISSIONER: It may be most important.

(Question repeated.)

The COMMISSIONER: As throwing any light upon the transaction, let the question be answered.

The WITNESS: I think that I have already stated about the dividends of those different companies. I do not receive any dividends excepting from those companies, as I have no connection whatever as a certificate holder with the trust certificates. That is my answer, Mr. Kinkead.

Q. I should like to have you explain how it is, when you say that you have surrendered and have had cancelled all of your trust certificates and have received therefor stocks in the various constituent companies, how it is that you can share in the divisions of profits or dividends—call them what you may—which are received by the trustees from the constituent companies?

A. I beg pardon. I do not do that at all. There would be no reason. Of course I do not do that. I receive dividends upon the shares of stock which I hold, and I do not hold any shares of stock except shares of stock in these constituent companies. I am not at all connected with the trust excepting as a servant to do those two or three little duties assigned to me under the new or old or any you have surrendered and have had cancelled all of your trust of the certificates.

Q. Then I understand that you receive these dividends direct from these constituent companies upon your stocks?

A. Of course.

Q. And what are you doing with the 9,244 shares of stock? How do you get any income on that?

Mr. ELLIOTT: You mean in this defendant company?

The WITNESS: I have not received any return upon it other than that I have received returns of the Standard Oil Company through these companies as I previously testified. As to the other companies—I don't know just which from recollection—I have not received anything from them.

Q. Now, I would like to know, as reflecting upon the matter in controversy here, whether or not all of these constituent companies pay dividends upon their re-issued stock, that is, stock issued on the surrender of the certificates, to all of the persons who have gotten that kind of stock, just the same as they do to you?

A. All of these constituent companies which pay dividends, I suppose. I have no knowledge that they do not pay it in substantially the same way.

Q. Then I wish you would explain to me, if you can, how the liquidating trustees received the amounts of money which you have

said here in your answers to the interrogatories that are de-
180 rived from the income of the stocks and property which have been heretofore represented by the original trust certificates?

A. The liquidating trustees receive the money from the constituent companies representing only the amount of uncancelled certificates, which, at the present time, is about three sevenths. That is all the liquidating trustees receive from the company substantially. I have used the word "substantially," because if there were any little expenses they would be deducted before. The other four-sevenths the liquidating trustees do not receive. It is paid to the shareholders of the constituent companies. It is not paid to the liquidating trustees.

Q. Then the liquidating trustees only receive from the constituent companies the amount of money which they are to distribute to the non-liquidated certificate holders?

A. Yes, sir.

Q. Now, if you will kindly explain this question, I will be obliged to you. Do not all of the outstanding original trust certificates and the new ones which have been issued each and all receive their proportionate share of these funds coming from the constituent companies in the shape of a division of profits and dividends?

A. Yes, sir.

Q. Do not all of those represent—all of those trust certificates in whatever form they are—represent an equitable interest in the stock of the Standard Oil Company of Ohio?

Mr. KLINE: This was precisely answered this morning and also yesterday.

Q. You have stated in your answer to the twenty-fifth interrogatory that all of the stock held by the trustees was returned November 28, 1892. I don't understand that answer, and will you make it clearer? All of the stock held by the trustees was returned November 28, 1892?

A. All of the stock of the defendant company held by the trustees was returned November 28, 1892.

Q. Were all of the stocks of the other constituent companies returned at the same time?

A. Such portion of the stocks of the other constituent companies than the defendant company were returned as were represented by the certificates of Standard Oil Trust which were surrendered.

Q. Then you did not send back all of the stock in one certificate, or in their original form, to all of the other constituent companies as you did to Ohio?

A. No.

Q. Now, you say that soon after November 28, 1892, the 474,619 shares of trust certificates were cancelled. Does that not include that amount? Does that not make 48 and 81/100 per cent. of all of the trust certificates—that is, of the 972,500?

A. As to the precise number of shares that were returned, this I know: that the percentage of all the stock which was returned was something more than half.

Q. But this 474,619 was not quite the half, was it, of the 972,500?

A. I answer this question (looking at pamphlet)—let's
181 see—nine hundred and seventy-two—four hundred and seventy-four—this is less than half.

Q. Now, on March 9, 1893, along towards the close of those answers there (pointing to pamphlet), there is a report made by the secretary that an additional 20,000 shares were cancelled.

A. Yes.

Q. And does that amount of shares with the 474,619 make 50 (?) and 86/100 per cent. of the 972,500, a little more than a half?

A. It is a matter of calculation.

Q. You will agree that it is a little over half of the stock of the original trust certificates?

A. Yes, that we put in a little over a half.

Q. Now, do you know how it happens that that cancellation of stock happened to be in that manner, how it happens that you have surrendered and cancelled just one-half or a little over one-half at that period, and why or how it comes that there were 20,000 shares, just the 2 and 86/100 per cent. sufficient to make it beyond? Was there any peculiarity in that that you know of?

A. I don't recall anything pertaining to that now.

Q. Did you know that any of the persons in charge of the affairs of the trust have endeavored to cancel and surrender their certificates so as to get just one-half of the trust certificates back into the original stock?

A. I don't know anything about "just half." We are getting them all of the time and since any printed report which I have seen, roughly I would state that we have transferred some 40,000 shares more. They are coming in right along, that is, in a comparatively short space. Now, in the summer season I should say we have gotten in rather more than 40,000, roughly.

Q. Is it not a fact that from March 9, 1893, on for six years or thereabouts, forward, that there was not a single, solitary trust certificate cancelled excepting one, between March 9, 1893, or December 12—that report made there—and for six years on forward, there was not any further cancellation or surrender?

A. (Looking at report.) We stand by our reports.

Q. Well, then, you admit that this report shows that for a long period of time there was no further cancellation. Has there been any accelerated movement on the part of certificate holders that you are aware of towards the liquidation of these certificates since the commencement of these proceedings?

Mr. ELLIOTT: You mean the present contempt proceedings?

Mr. KINKEAD: Yes; November 9, 1897.

The WITNESS: I cannot state from recollection the different times on which these returns have been made. The report, I suppose, shows everything that had been made up to the time it was printed, and since that time I know, because I made some inquiry about it
recently, as previously stated, about 40,000 shares more have
182 been surrendered, about which no testimony has been given heretofore in addition to what has been stated in the report.

Q. Well, the records show here, or your answers show, as I have stated, that for about six years the outstanding, uncancelled trust certificates of the three kinds were 477,880, and the Supreme Court of Ohio in these proceedings would probably like to know from those who have the information whether there is any reasonable explanation why that is so, why it should be so long a time without a further cancellation? Now, I am not asking anything unreasonable of you, but make any explanation which you may see fit to make.

(Discussion.)

Q. (Continuing.) Now, will you explain, if you can, why that was so, if you have any information upon the subject?

(Objected by by Mr. Kline.)

The COMMISSIONER: I think that may be answered.

The WITNESS: It was not by reason of any fault on the part of this defendant company, nor was it for any lack of readiness on the part of these liquidating trustees appointed to further and facilitate these transfers. It must have been the fault of the individual holders of these certificates, the fault of the individual holders of these trust certificates.

Q. Are there any reasons why the trustees cannot enforce this liquidation?

Mr. KLINE: That is objected to.

Q. (Continuing.) In other words, could not the trustees enforce a liquidation?

(Discussion as to meaning of word "liquidation." Question repeated.)

The COMMISSIONER: I think that might be answered. I think that is certainly proper.

The WITNESS: I have always understood and been advised that we could not compel the holders of certificates to surrender them. We could give them the information that they should do it and be prepared to do it and, so far as I am concerned, I should have been very glad to have had it all done straight way—much preferred.

Q. What information did you give the certificate holders immediately after the contemplation of the liquidation was had?

A. I suppose we published to the world at once this fact. We gave notice at once in the regular publications and I don't remember in what other ways. We sought to do all that we should do, that the people might know they were expected to do just what we ourselves were doing.

Q. Have not you operated under the plan of liquidation, receiving your dividends from the unsurrendered stock through the liquidating trustees and receiving the dividends upon the re-issued stock for the cancelled certificates? Have you not been operating as smoothly for the past six years and as profitably to all concerned as you did prior to the dissolution of the trust?

183 Mr. KLINE: I object.

Mr. ELLIOTT: I object as irrelevant and incompetent.

(Discussion.)

The COMMISSIONER: I hardly think that this is competent in its present shape, Mr. Kinkead.

Q. Have you not been advised by your legal counsel, or have not the trust certificate holders been advised by your legal counsel, that the interest of all persons concerned and that their earnings will be exactly the same under the liquidation as it was prior to the so-called dissolution of the trust, and if they were, has it been so?

Mr. ELLIOTT: Question objected to.

(Discussion.)

The COMMISSIONER: I think, gentlemen, if the Attorney-General of this State insists—being, as I know, an honorable gentleman and insists upon this question as being competent—that I will not take the responsibility at this time of saying that it is not pertinent to the issue. I understand that the Attorney-General in this matter is perfectly fair, not only to the State, but to the defendants.

The WITNESS: My answer would be no to the question.

The COMMISSIONER: You want to qualify it, excepting as to that very last clause?

(No answer.)

Q. Do you mean to say that the earnings and interests of trust certificate holders and holders of the re-issued stock have been the same since the dissolution as before?

Mr. KLINE: That is objected to.

The COMMISSIONER: That is following out the very question, I take it.

The WITNESS: The earnings of these companies have not been uniform; the earnings of these companies have not been the same; no two years the same. You know they vary; the earnings vary. No two years probably since the dissolution of this trust were they the same.

Q. But the interests, whatever they are, the interests in whatever earnings there are, I mean, have been the same?

Mr. KLINE: To those people who retained their holdings, certainly they would be the same.

The WITNESS: I have already answered that the profits for no two years were the same.

Q. The result and effect, so far as concerns the interest, I mean, has that not been the same?

A. The results, as evidenced by the division, are a matter of public record.

Q. Public record?

A. Public, so far as everybody is concerned who reads the newspapers and who have any of these interests.

Q. Well, I think you have not answered my question.

A. We cannot discriminate. In other words, we cannot
184 give more to one and less to another. The man who has his interest in the constituent companies is treated just the same

as though he had the equivalent of that interest and had not yet converted it.

Q. In other words, there is no difference, so far as you are concerned, in your interests in all of the properties that were originally in this trust and the income derived therefrom under the dissolution than it was before? You get just what you got, and would have gotten prior to the dissolution but through a different form? Is that not a fact?

A. Yes, I get just the same proportion that the certificates which I presented for cancellation represented to the entire issue of certificates.

Q. Now, has not that form and that condition of affairs, as concerns this defendant company and the Standard Oil Trust, remained so for a period of six years, or until November 9, 1897?

Mr. KLINE: That is objected to. The facts have been stated.

The COMMISSIONER: I don't see any serious objection to that question. I will conclude that it is a question that might be answered.

The WITNESS: What is meant by "that form and that condition"?

Mr. KLINE: Now, you are not referring to profits, and you are not referring to prosperity. You are referring to form, and by form will you tell me——

The WITNESS (interrupting): The payments to those holding interests in the constituent companies have been made to them as shareholders in the constituent companies.

Mr. KLINE: By whom?

The WITNESS (continuing): By the constituent companies. The payments to the holders of certificates have been made to them.

Mr. MONNETT: By whom?

The WITNESS: Have been made to them by the said liquidating trustees.

The COMMISSIONER: Is that all of your answer?

The WITNESS: I understand that that has been so since the dissolution of the trust. In other words, so soon as any person received his shares of stock in the constituent companies, then he received his dividends from the shares which he held in such constituent companies, from the said constituent companies.

Q. Is it not a fact that persons who have not a sufficient number of trust certificates to obtain full shares in all of the corporations get corporate script which bears no dividend? You touched on that partly yesterday.

A. I think that is referred to specifically somewhere, this matter of all the details. I have just as little in my head as possible.

Q. All I want to know is whether corporate script received any dividend from any source, the persons who have corporate script?

A. I cannot tell that precisely.

Q. Who would know that?

A. I think that our papers refer to that.

185 Q. A fractional share would hardly get a dividend, would it, until the party holding it had enough to make a whole share?

A. Well, I cannot state that without referring to just what the requirement is in respect to that. It is a matter that I have not had to deal with as a practical question myself. It has not come under my observation and I would not know.

Q. Are there any persons connected with the officers of the trust that could give that information? That is, the fractional shares of the constituent companies?

A. Well, I would suppose the treasurer of the constituent company would know whether he paid it or not.

Q. Now, let me ask you further whether you know of your own knowledge if it has been substantially only the trustees of the Standard Oil Trust who have converted their certificates into corporate stocks of all of the companies?

Mr. KLINE: That is objected to, as it has been fully given in the volume—well, you had a complete list.

The WITNESS: I think that I read the testimony in answer to interrogatories. I think I have given it heretofore.

Q. One thing further. I would like to have you explain, if you know what the reason is or how it comes that immediately after November 17, 1897, between that date and February 3, 1898, there were liquidated 100,583 shares of trust certificates?

A. I see that in these different reports all the way progress was——

Q. Yes, but all the time now I had them figured up, and all the time for six years, there was only one change in the ownership. All the columns there would run about 477,880,477,880——

A. I see here that all the time a steady progress in the cancellation of these certificates was made. No quarter but shows progress. I have added that since this (pointing to pamphlet) was published, we have reduced probably about 40,000 off.

Q. Will you make us a statement of that reduction in this examination?

A. I understand that since this printed report (answer to interrogatories—Exhibit X), there has been a still further reduction of these certificates of a little more or less than 40,000 shares—I think a little more.

Q. Well, now, is it not a fact that funds in the hands of the trustees, or liquidating trustees have been invested then in stocks of various other companies since the decision of the Supreme Court of 1892?

A. The liquidating trustees have done nothing whatever excepting what appears in these records.

Mr. ELLIOTT: Well, be specific about it—appears in your answer?

The WITNESS (continuing): It appears in my answer to interrogatories.

Adjourned to 2 p. m.

186 *Afternoon Session.*

Examination by Mr. MONNETT:

Q. In addition to what you have stated in your answer this morning, will you be kind enough to give us the names of the parties who returned that 100,593 shares of the original trust certificates for redemption subsequent to November 9, 1897, together with the 40,000 that you say since this answer of yours was made to the interrogatories?

Mr. KLINE: I object. A large part of it has been answered with reference to the 40,000, but nothing with reference to the 100,000. It is necessarily answered in the record of the list of stockholders that has been already given.

Q. I don't care for it at this time, but will let the Court strike it all out if I don't make that absolutely pertinent by the next question.

The COMMISSIONER: Let it go with that understanding. What is the answer, Mr. Rockefeller?

The WITNESS: I don't know from recollection.

Q. Where did you get the information that you testified to this morning as to the number since and the number before?

A. You are now referring, I suppose, to what I did say this morning about 40,000 shares?

Q. Yes. And to what you said as to the 100,000 shares in your printed interrogatories.

Mr. KLINE: Mr. Monnett, there has been no specific mention as to 40,000 shares or anything of that kind.

The WITNESS: As to 40,000 shares.

Q. If you can show that there is anything wrong in our computation, why show it.

A. My statement was that there were 40,000 shares of these trust certificates less out—I have heard it within a few days—than there were at the time that I answered the interrogatory, as shown by Exhibit X.

Q. Will you be kind enough to tell me who are the people who returned that 100,593 shares for redemption to you, as chairman, or to you as the liquidating trustee?

A. I do not know the names of these people. I do not recall the names of these people from my memory.

Q. Will you be kind enough to state from what source the Court can get that exact information and who has charge of that information?

A. That is, as to the transfer of this stock?

Q. Just what I asked: The names of the parties who returned that 100,593, their respective portions.

A. I think we can get it by separating these names, possibly. (Referring to pamphlet.)

(Discussion as to way to get names. Objected by Mr. Kline.)

Mr. KLINE (continuing): I say, on November 9, 1897, a list of the stockholders of this corporation was given. Then subsequently another list of stockholders was given, and if there are any new names, they are necessarily——

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Q. (Interrupting.) I did not ask that.

Mr. KLINE. We have given a list of the stockholders in November, 1897, at the time it is said that we had surrendered something over a majority.

(Discussion.)

Mr. KLINE: I renew the objection that the question has been answered.

Mr. MONNETT: Not at all.

The COMMISSIONER: Can you state, Mr. Rockefeller, from your examination or from your recollection or from your papers the information sought by the Attorney-General?

The WITNESS: I don't see that I can positively. This was the list of November 9, 1897, here (pointing).

Mr. KLINE (pointing): Yes, there is the answer.

Q. In putting in that word "this," and the words "it is in the answer," to the supplementary interrogatories on page 1, that will explain it. You understand, Mr. Rockefeller, that I am not asking for the additional or new ones; I am asking for *the* ones.

A. Yes, I understand that. (Referring to the pamphlet.) From this former answer I will give the names:

Elizabeth T. Preston.
William P. Thompson.
Siloam M. Jones.
Joseph Seep.
Charles M. Chapin.
William T. Wardwell.
Daniel O'Day.
John S. Kennedy.
W. L. Harkness.
Charles F. G. Heye.
C. M. Pratt.
Estate of Josiah Macy, Jr.
Charles Lockhart.
O. H. Payne.
Mary E. Thompson.
Lewis S. Thompson.
H. Melville Hannah.
Hugh J. Jewett.
J. H. Alexander.
Samon V. Harkness.
James M. Constable.
H. A. Hutchins.
H. C. Folger, Jr.
E. T. Bedford.
V. Everett Macy.
A. M. McGregor.
J. L. Kemper.
Charles Pratt.

Q. Is that (the last name) the estate of Charles Pratt?

A. No, sir. That is in distinction from the account called "Charles Pratt Estate." It is the same family.

Q. Is it a part of the same account?

A. It is not a part of the same account.

Q. Is it the same asset?

A. It is distinct from the Charles Pratt estate.

Q. By that answer, you mean to convey to the Court this: That they are the gentlemen that held the 100,593 trust certificates on November 9, 1897, or thereabouts, and have since

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that time converted them into Standard Oil stock certificates, Standard Oil of Ohio?

A. Transferred them into the companies.

Q. Yes, that is what you meant, is it? That is the way your answer stands now: I don't know if it is right or not.

A. Wait a moment.

Q. Exhibit X will figure it out. Your answer is, November 17, 1897, and you answered it February 3, 1898, and you made a difference of 100,593 that were cashed in in those few months. Now, who are the people? And you started out by giving them. Exhibit X will show it. You have said there, giving the number of trust certificates and the number of liquidating certificates and the assignments of legal title, were figured out from that difference of 100,593 that were cashed in or redeemed, and we ask you who were the people who came to you as liquidating trustee? They were redeemed between November 17, 1897, and February 3, 1898, and now the question is, who are the people, and what are the names of each of them?

A. I have given the names of the people.

Q. That is right. I ask you if that is what you mean?

A. Yes. I have given the names of the people.

Q. Referring to your answer in the supplementary list of questions on page 1, you have answered the preceding question and furnished the names. Will you take that list, commencing with the first one which, I believe, is yourself, and which includes those that have redeemed the certificates since the beginning of this action, and give them one by one, when they acquired the number of shares set opposite their names by redeeming the trust certificates? That will get at it exactly.

Mr. KLINE: I note an objection to that. It has been answered orally and it has been answered upon the record time and time again.

(Discussion.)

The COMMISSIONER: I cannot at this time, Mr. Attorney-General, see that this is pertinent to this case.

Mr. MONNETT: I note an exception.

(Mr. Monnett stated what he expected to prove by the answer of the witness, etc.)

Q. You have given in the foregoing answer the names of fifteen stockholders of the Standard Oil Company of Ohio, as appears in your answers to written interrogatories on page 11, that voted for the five Ohio directors on the 3d day of January, 1898, as owning and holding a certain large amount of trust certificates. Will you now give of those fifteen stockholders that you have so named those who redeemed their trust certificates on or about November 9, 1897, and up to February 3, 1898, when you made the answer referred to in the written interrogatories on page 47, known as Exhibit X?

189 Mr. KLINE: The question is objected to and we want to be heard. It is incompetent and it states what has not been answered at all.

(Discussion.)

The COMMISSIONER: I am rather inclined to the opinion, Mr. Monnett, that it cannot be answered by the holdings of the Supreme Court in my judgment.

Mr. MONNETT: I note an exception.

Q. You have given above a list of the stockholders or owners of certificates of stock that redeemed a portion at least of the 100,593 shares subsequent to November 17, 1897. Can you tell whether any other persons than the ones you have named redeemed that number or part of that number, or are these the only ones that returned trust certificates for redemption between these dates?

Mr. KLINE: Oh, well, that question can be put in concise form without any recitation. I object to the form of the question.

The COMMISSIONER: I think there is no objection to the question other than——

The WITNESS (interrupting): These are the only ones I know.

Q. Did they return the 40,000 that you mentioned subsequent to that date?

A. I heard incidentally the other day that the amount of trust certificates that were out was not 223,000 now, but was, I stated I think to you two or three times, about 183,000 out instead of 223,000. That may be a little more or less. That is what I mean by the 40,000. That is what I previously stated this morning repeatedly.

Q. Well, I will supplement that then with this question: Who of the Ohio Standard Oil stockholders, if any, returned for redemption a part of that 40,000 or the difference that you refer to?

Mr. KLINE: That is objected to.

The COMMISSIONER: I think that might be answered.

The WITNESS: It does not mean necessarily—it may not mean at all that these are transferred into the individual companies. Instead of having these original certificates, they may have received assignments of legal title, that is what I presume, in the way of regular reduction, such as we have seen here. It is a matter of rumor. It does not state that it is the transferrance into the stocks of the companies—that is the term used—but the transferrance—I made the statement that these certificates had been reduced. That is the same statement that I made to you—had been reduced by a measure of 180,000 or 183,000 to 140,000 presumably,—these orders, certificates, for legal title.

Q. Do you, as one of the liquidating trustees, have anything to do with that?

A. Nothing.

Q. Do your trustees or agents that you have in charge?

A. The trustees have to transfer these, I suppose.

Q. Can you tell who those are?

A. No.

Q. Who has charge of that who does know? What liqui-
190 dating trustee transferred these?

A. I do not know. Different liquidating trustees. It might be A, B, C or D.

Q. Can one man do it, or does it not take the action of your Board or Secretary who has charge of it?

A. I think that different men sign. Different trustees. I don't remember about that. Different men. Different liquidating trustees, I suppose, sign these. I cannot state.

Q. Well, did you ever transfer one individually as a trustee without the action of the full board of liquidating trustees?

A. I cannot remember about my transfers. I cannot remember, Mr. Attorney-General, about my transfers.

Q. Well, do you mean that you cannot recall, or do not know by what way or what power is vested in your board or in you individually to transfer trust certificates into certificates of legal title?

A. Why, on the return, on the presentation of a trust certificate to the liquidating trustee and at his request he receives instead the assignment of legal title.

Q. Now, when you returned your 249,000, who gave you a certificate of legal title?

A. I could not tell you who gave me that certificate. It occurred several years ago and I could not tell you. It is a matter—I have no recollection who the particular trustee happened to be, Mr. Attorney-General, who signed that.

Q. So one trustee had full power to act for the full board?

A. I think not.

Q. You did not present it to yourself and sign it yourself?

A. I cannot say who signed that trust certificate, that assignment of legal title.

Q. Did W. H. Tilford do it?

A. It is impossible for me to state.

Q. Who did it? Are there any records to show that that is the mode of your transaction of business—that one liquidating trustee could convert a certificate into an assignment of legal title? Do your records show that?

Mr. KLINE: I object to it.

The COMMISSIONER: I think I will permit that question. The question has been substantially answered in my judgment by Mr. Rockefeller as to one of the liquidating trustees, or the liquidating trustees or of one of them giving a certificate of legal title. I think I will permit the question, are there any records to show this? That the liquidating trustees can convert a certificate into an assignment of title, legal title. Do the records show that? The question itself, when you simmer it down, is not objectionable at all. Do the records show this? Are there any records to show that that was the method of transferring, the same or substantially the same course?

The WITNESS: I suppose there is a record to show the mode of transferring.

Q. Who has charge or custody of such record in your em-
191 ploy and where is such record kept?

A. The secretary of the liquidating trustees, I suppose, would be the one.

Q. And the place where these records are kept?

A. I stated they are kept at 26 Broadway.

Q. Who is the secretary?

A. The secretary? I think Mr. Flagler.

Q. And who, if not Mr. Flagler?

A. I am very certain it is Mr. Flagler. He has always been the secretary.

Q. Is there any record that will show how you as an individual owner converted your 249,000 shares of trust certificates held by you as a personal investment and held by yourself as a trustee of the Standard Oil Trust, and subsequently held by yourself as a liquidating trustee and then re-issued to yourself, as holder of the stock of the present Standard Oil Company of Ohio? Do your records show how you acted in all these capacities, directly or indirectly?

Mr. KLINE: I object to the question.

Q. Have you, as a member of the board of liquidating trustees, or as a trustee of the trust, any record of the transfer of your 249,000 trust certificates into liquidating certificates?

The COMMISSIONER: I think this is proper.

The WITNESS: There must be such a record.

Q. Who has charge of it?

A. The secretary of the liquidating trustees.

Q. Is there a record of the conversion of the liquidating certificates into Standard Oil of Ohio stock, of these same certificates, following them right down through?

Mr. KLINE: I note an objection to that.

The COMMISSIONER: Oh, I think that might be answered. I don't see any serious objection to it.

The WITNESS: There is——

Q. (Interrupting.) Does the same man have them?

A. No, sir.

Q. Who has charge of them, what officer, and where are these records?

A. The secretary of the Standard Oil Company of Ohio.

Q. Is there a like record of the trust certificates that were held prior to the order of the Court by your associate directors of the Standard Oil Company of Ohio that were transferred similar to yours, as above narrated?

Mr. KLINE: That is objected to.

The COMMISSIONER: You may answer. Let it be answered.

(Discussion. The stenographer was directed to leave the above question stand as it is by the Attorney-General.)

Q. I call your attention to A. M. McGregor, a director of the defendant company, and ask you if there is a record of the transfer of

his trust certificates into the constituent stock certificates or into liquidating trustees' certificates?

Mr. KLINE: To that we object.

192 The COMMISSIONER: It may be answered.

The WITNESS: There is, I suppose, the record of the transferrance of Mr. McGregor's certificates, trustees' certificates, into the certificates of legal title. That would be the way, Mr. Attorney-General—into the certificates of legal title. You see, he would have to transfer them into certificates of legal title.

Q. And then, is there a record of his transfer from the legal title into the Standard Oil stock of Ohio?

A. I suppose there is.

Q. Who would have those respective records? That is, the two sets?

A. The same individuals named above, Mr. Attorney-General.

Q. Would the same secretaries have a like record of the trust certificates referred to as held by the stockholders on the 3d day of January, 1898, as just given by your above answer? You gave fifteen there.

A. I suppose they would.

Q. Does this same secretary keep the original trust certificates so returned and redeemed? Does he keep the custody of them, also?

A. I could not state that, Mr. Attorney-General.

Q. Are the cancelled trust certificates preserved and kept by this said secretary?

A. Mr. Attorney-General, I could not state that.

Q. If they are in existence, would he be the proper party to have charge of them? Would there be any other party who would keep them besides this secretary?

A. I do not know of my own knowledge.

Q. Calling your attention to another branch of the case, will you please state what is the respective contractual relations—if there are any contractual relations—between the Union Tank Line Company and the Standard Oil Company of Ohio? If any, give them.

(Objected to by Mr. Kline and Mr. Elliott.)

The COMMISSIONER: I will permit this question, assuming that it will be made competent by the statement of the Attorney-General. What are the relations between the companies, Union Tank Line Company and the Standard Oil Company?

The WITNESS: There is to my knowledge——

Q. (interrupting). Let me put it in this way. Does the Standard Oil Company of Ohio deal with the Union Tank Line Company as one of its transportation companies of its product?

Mr. ELLIOTT: I object to that as incompetent.

Mr. MONNETT: I will follow that up, your Honor, by the next step.

The COMMISSIONER: I see nothing objectionable in that. That is merely a preliminary question.

The WITNESS: I suppose the Standard Oil Company of Ohio uses these cars to ship its oil in.

Q. Does the Union Tank Line above named ship for anybody else other than the constituent companies mentioned in interrogatory eleven?

Mr. KLINE: I object to that,
193 The COMMISSIONER: Let it be answered.

The WITNESS: I do not know whether they do or not. I cannot state. I should have probably said in answer to the last question that the Standard Oil Company of Ohio employs the Union Tank Line Company to ship its oil.

Q. Does the Buckeye Pipe Line Company mentioned in interrogatory eleven still ship the oil of the defendant company in Ohio through its pipe lines?

(Objected to by Mr. Elliott.)

The COMMISSIONER: Let the question be answered.

The WITNESS: I cannot state of my own knowledge.

Q. Let me refresh your memory. Aren't you a stockholder and an officer in that Buckeye Pipe Line Company?

A. Let us see.

Mr. KLINE: Has he answered that he is an officer in the Buckeye Pipe Line Company? He has answered that he is a stockholder?

The WITNESS: I have already answered that at page 5 of the answers to the interrogatories.

Q. Are you a stockholder of that company?

A. Of what company?

Q. Of the Buckeye Pipe Line Company of Ohio.

A. I am.

Q. Are any of the remaining directors of the Standard Oil Company of Ohio stockholders in this company?

Mr. KLINE: I object to that.

The COMMISSIONER: Objection sustained.

Q. I now ask for the stockholders. I ask if any of the directors of the Standard Oil Company of Ohio are stockholders in the Buckeye Pipe Line Company and in the Union Tank Line Company and the Ohio Oil Company, and if so, give them?

Mr. KLINE: I object to that. That has been determined against the gentleman's contention by the Supreme Court.

(Discussion.)

The COMMISSIONER: I am rather inclined to think that this question might be answered.

Mr. KLINE: I advised Mr. Rockefeller not to answer the question because the Supreme Court has passed upon it and said that he should not, and I want the reason stated.

Mr. MONNETT: Mr. Referee, I move you that you return the refusal to answer this question—if he does so refuse—to the Supreme Court of the State of Ohio, and ask that Mr. Rockefeller be brought before them in contempt for refusing a question called upon by an officer of that court.

Mr. ELLIOTT: As his private counsel, I advise him not to answer this question.

Mr. KLINE: And I put it upon the ground that the Supreme Court has determined this question.

194 Mr. ELLIOTT: The witness can now say whether he will answer or not.

The WITNESS: I decline to answer on the advice of counsel.

Q. I will now ask you if you, as liquidating trustee, keep an account with the Union Tank Line Company, and if so, where are these accounts kept?

Mr. KLINE: I object to it.

The COMMISSIONER: I cannot see the pertinency of that, Mr. Attorney-General.

(Discussion.)

The COMMISSIONER: I think that may be answered.

The WITNESS: I do not.

Q. Do the liquidating trustees named in this examination, through any secretary or officer, keep such an account?

(Objected to by Mr. Kline.)

The WITNESS: Not to my knowledge.

Q. Do they keep such an account with the Buckeye Pipe Line Company?

(Objected to by Mr. Kline.)

The WITNESS: Not to my knowledge.

Q. Do they keep an account with the Ohio Oil Company?

(Objected to by Mr. Kline.)

The WITNESS: Not to my knowledge.

Q. From whom do you, as liquidating trustee, say the power——

Mr. KLINE: I object.

Q. (continuing). From whom do you, as liquidating trustee, or does your board of liquidating trustees, get their reports and their assets that pay the trust certificate holders on their portion of unredeemed certificates?

Mr. KLINE: I object to it.

The COMMISSIONER: I sustain the objection.

(Mr. MONNETT: We expect to show, your Honor, by the answers of the witness that the information is in his possession or under his control, etc., etc., etc. Long discussion. Ordered by the Commissioner that it not appear.)

Q. Was not property of the defendant company sold other than the property that the Union Tank Line Company purchased of the Standard Oil Company of Ohio at the time of your distribution of the assets or prior thereto?

Mr. KLINE: That is objected to. It is assuming what is not true and contrary to the statements already made here in writing.

(Discussion.)

Mr. ELLIOTT: I object to it because it is not understandable for one reason.

195 Mr. KLINE: I object to it because the question, as it stands, cannot be answered by anybody.

The COMMISSIONER: My judgment is that this ground was threshed over; that you spoke about it this morning; and we will not do any threshing this evening.

Q. Has the Standard Oil Company of Ohio had a transportation department since the Union Tank Line Company was formed and the Standard Oil Company of Ohio transferred its rolling stock to such company?

Mr. ELLIOTT: That assumes that it had before.

Mr. KLINE: we have completely answered the question.

(Discussion.)

The WITNESS: No, not to my knowledge.

Q. Does the defendant company come in competition with any of the original constituent companies in the State of Ohio?

Mr. KLINE: You mean the companies in the trust?

Mr. MONNETT: Yes.

Mr. KLINE: You mean since 1892, since the decree of the court in 1892?

Mr. MONNETT: Yes.

The WITNESS: It sells its goods wherever it lists or wills.

Q. I now repeat the question: Does it come in competition with any of the constituent companies that were in the trust or that are now nourishing the trust certificates in the State of Ohio?

Mr. KLINE: I say that question has been answered.

The WITNESS: It sells its goods in the open market wherever it pleases.

Q. If it sells its goods in the open market wherever it pleases, it is in competition with all other sellers?

Mr. KLINE: And that is what you mean by the answer?

The WITNESS: Certainly.

Q. Does one of your constituent companies do business in competition with the Standard Oil Company of Ohio in Ohio?

A. We have no company but sells its goods wherever it wishes to sell them.

Q. Do these constituent companies in Ohio at any one point compete with one another in prices?

A. They all compete with any other companies that are selling oil, our own companies or anybody's else and choose the markets which are the best for them.

Q. Do I understand by that that the salesmen of the constituent companies in the trust compete with the other constituent companies in Ohio, and if so, what ones?

A. The constituent companies of the trust. The trust has no control over any of these companies. The trust has no control whatever over any of these companies. Each of these companies manages

its own business just the same as any corporation organized under the laws of any state and is independent.

196 Q. And all report to one office in New York?

A. And all report to their own stockholders and directors and officers, each to its own.

Q. And also report to you, at 26 Broadway, New York?

A. Also do not.

Q. Neither directly nor indirectly?

A. No, sir.

Q. None of their proceeds or receipts?

A. No, sir. Each company has its own separate individuality.

Q. And does not report to the liquidating trustees at 26 Broadway, New York, any of its income?

A. It reports to them whenever it gives to them. It reports to them only in that sense, that if they have any money to divide and place it in the hands of the trustees, they give it to them for that purpose.

Q. That is, the original trust companies still report to that extent to 26 Broadway, New York, to the Standard Oil Company, or to you as liquidating trustee?

Mr. KLINE: I object.

The COMMISSIONER: The objection is sustained.

Q. Does the Standard Oil Company of Ohio as a refining company have a limited territory?

A. It has not.

Q. Has it not in the last six years?

A. Not to my knowledge. Its field is the world. That is its mission, to light the whole world with the cheapest and best.

Q. Does not it—has not the Standard Oil Company of Ohio within the last year at Mansfield, Ohio, with a competitor reduced the price of your oil below the cost point?

Mr. KLINE: I object to that.

The COMMISSIONER: The objection is sustained.

Q. Has not the Standard Oil Company or the liquidating trustees since March 21, 1892, added to the trust new corporations or interests of any kind whatsoever, or has not it purchased the stocks in the various corporations which are now represented by the trust certificates?

Mr. KLINE: I object to that, to be consistent. Objection withdrawn, so far as the one question is concerned.

The WITNESS: It has not.

Q. Has not the capitalization of those constituent companies already in the trust been increased—their capital stock—since March 21, 1892?

Mr. KLINE: Objected to. Objection withdrawn.

The WITNESS: They have not to my knowledge.

Q. Have you not added to the trust, or to the original constituent

companies, the Standard Oil Company of Kansas since March 21, 1892?

Mr. KLINE: I object.

The WITNESS: Not to my knowledge, no.

Q. Do not the proceeds of the Standard Oil Company of
197 Kansas now, or a portion of them, are they not returned to you also as a liquidating trustee to help pay the certificates unredeemed?

Mr. KLINE: I object.

Q. Do they send in any of their dividends towards paying trust certificates?

M-. KLINE: I object to it.. Objection withdrawn.

The WITNESS: No, not to my knowledge.

Adjourned to 11 a. m. October 13, 1898.

NEW YORK, *October* 13, 1898—11 a. m.

Adjourned until 2:30 p. m.

NEW YORK, *October* 13, 1898—2:30 p. m.

Adjourned until 10 a. m. October 15, 1898.

NEW YORK, *October* 15, 1898—10 a. m.

(Examination of records only—no witnesses.)

Mr. KINKEAD: Failing to ask Mr. Rockefeller one question which I desired very much to do, I make the request of you, Mr. Kline, and you, Mr. Elliott, whether or not you will not produce and allow whatever may be pertinent in the opinion of the Commissioner, the certificate of shares of stock held by Mr. Rockefeller in the Standard Oil Company of Ohio, the defendant company?

Mr. KLINE: Pursuant to your request, we produce the certificate.

Mr. KINKEAD: Now, Mr. Commissioner, what will be best to show in the record? Can't you read it into the record, just as it is? (Handing certificate to the Commissioner.)

The COMMISSIONER: Mr. Stenographer, you will please incorporate into the record a copy of this certificate which I now hand you as coming from the attorneys for the defendant company.

Certificate as follows:

Standard Oil Company.

No. 301. Capital, $3,500,000.00. 9244 shares.

Incorporated Under the Laws of the State of Ohio.

This certifies that J. D. Rockefeller is the owner of ninety-two hundred and forty-four shares of the capital stock of the Standard Oil Company, transferrable only on the books of the Company in person or by attorney on surrender of this certificate.

Witness the seal of the Company and the signatures of the President and Secretary at Cleveland, Ohio, this 28th day of November, 1892.

[Seal Standard Oil Company, Cleveland, O.]

(Signed) J. D. ROCKEFELLER, *President.*
(Signed) F. B. SQUIRE, *Secretary.*

198 Mr. KINKEAD: Mr. Commissioner, we have had subpœnas issued by the regular process provided in the laws of the State of New York for Mr. Flagler and Mr. Wardwell and I am informed this morning that the subpœnas have not been served. We should like to know the gentlemen and what they have to say with reference to this matter of producing the witnesses or books.

Mr. KLINE: For what books did your subpœnas call?

Mr. KINKEAD: I can only speak, not knowing exactly how the books appear, in a general way, but we should like to see the books which will show the transfer of the stocks of the defendant company out of the hands of the trustees, or liquidating trustees, into the individual ownership in the defendant company.

Mr. KLINE: We will produce such books.

Mr. ELLIOTT: We will produce the transfer books kept by the liquidating trustees.

Mr. KLINE: I desire to say with respect to Mr. Flagler that he is out of the city and cannot be back here until Monday, when he might be served, and we are willing, in order to expedite the matter, to make the production of the books called for.

Mr. KINKEAD: I will say this to the Commissioner and all concerned: that if those books are produced and we can make such examination as we are legitimately entitled to make under this commission, we will waive any further examination of witnesses.

(Books produced by Mr. Elliott.)

Mr. KINKEAD: We would like to see the transfers of the corporate stock of the Standard Oil Company of Ohio back into the possession of individual holders for the purpose of having it converted into original stocks, not transfers on your records here.

Mr. ELLIOTT: Our books will not show that here. What they will show will be the surrender of the certificates.

Mr. KINKEAD: I will ask to see the transfer——

The COMMISSIONER (interrupting): Is this the stock register of the liquidating trustees?

Mr. ELLIOTT: Yes, sir. (Pointing to a black book.)

Mr. BENSINGER (Mr. Elliott's clerk): This (pointing to black book) is the book which contains simply the record of the stocks that were submitted here.

The COMMISSIONER: Liquidated here?

Mr. BENSINGER: Yes.

Mr. KLINE: That is what you want. (Examining book.)

Mr. KLINE: We admit that these are the books called for and produced them as such for the examination of counsel.

Mr. BENSINGER (pointing): This is the journal of all transactions

the transfers of stock, and that (pointing) is simply a record
199 of the transfer of the old Standard Oil Trust stock that was turned in to be liquidated and exchanged.

Mr. KINKEAD: Now, taking a sample from this book, containing a record of what was done with reference to the surrender of original trust certificates and the issuance of the liquidating trust certificates, and the record here which shows the stocks of the various companies which Mr. Rockefeller got, is there any objection to copying this complete transaction into the record, so as to show to the Court exactly what was done?

Mr. KLINE: There is no objection.

Mr. KINKEAD (reading from black book): "Know all men by these presents—(Blank form from said book handed the stenographer, which is copied into the record as follows:)

(1st Column.)

Know all men by these pesents That we, John D. Rockefeller, Henry M. Flagler, William Rockefeller, John D. Archbold, Benjamin Brewster, Henry H. Rogers, Wesley H. Tilford and O. B. Jennings, Trustees, for winding up the Standard Oil Trust, by W. H. Tilford, our Attorney in Fact, and John D. Rockefeller, of ——, do hereby constitute and appoint John Bensinger, of N. Y. City, our true and lawful attorney for the purposes following, to-wit:

Whereas, John D. Rockefeller has placed in the hands of said Attorney assignment No. A 365 for 256/972, 854/500 of the amount of corporate shares held by said Trustees on the first day of July, 1892, in each of the companies whose stocks were so held.

Now the said Attorney is hereby authorized to secure from each of said companies transfer upon their corporate books of said stock and stock certificates for whole shares, and scrip for fractional shares thereof, and when the said certificates and scrip are received from all the companies referred to, the said Attorney shall deliver the same to John D. Rockefeller and the said assignment No. A 365 shall at the same time be delivered to the said Trustees.

And the said Attorney hereby agrees to obtain the said certificates and scrip and to deliver the same and the said assignment as above specified.

(Signed in print.)

JOHN D. ROCKEFELLER.
HENRY M. FLAGLER.
WILLIAM ROCKEFELLER.
JOHN D. ARCHBOLD.
BENJAMIN BREWSTER.
HENRY H. ROGERS.
O. B. JENNINGS.
WESLEY H. TILFORD.

(Signed in ink.)

W. H. TILFORD,
Attorney in Fact.
JOHN D. ROCKEFELLER,
Per GEO. D. ROGERS.
JOHN BENSINGER.

200 (2nd Column.)

Received from John Bensinger, Attorney aforesaid, stock certificates and scrip as follows, being in full satisfaction of Assignment Certificate No. A 365 aforesaid:

Names of Companies.	Shares.	Scrip.
Anglo-American Oil Co., Limited	6867	465–9725
The Atlantic Refining Co	13205	8375–9725
The Buckeye Pipe Line Co	52823	4325–9725
The Eureka Pipe Line Co	13205	8375–9725
Forest Oil Company	14526	4350–9725
Indiana Pipe Line Co	5282	3350–9725
National Transit Company	134463	131316–9725
New York Transit Co	13205	8375–9725
Northern Pine Line Co	2641	1675–9725
Northwestern Ohio Nat. Gas Co	8659	80890–9725
The Ohio Oil Co	21129	3675–9725
The Solar Refining Co	1320	5700–9725
Southern Pipe Line Co	13205	8375–9725
South Penn. Oil Co	6602	9056–9725
Standard Oil Co. (Indiana)	2641	1675–9725
Standard Oil Co. (Kentucky)	2641	1675–9725
Standard Oil Co. (New Jersey)	26411	7025–9725
Standard Oil Co. (New York)	18488	2000–9725
Standard Oil Co. (Ohio)	9244	1000–9725
Union Tank Line Co	9244	1000–9725

(Signed in ink.)

JOHN D. ROCKEFELLER,
Per GEO. D. ROGERS.

Received of John Bensinger, Attorney, Assignment Certificate No. —.

(Signed in ink.)

JOHN D. ROCKEFELLER,
WILLIAM ROCKEFELLER,
BENJAMIN BREWSTER,
WESLEY H. TILFORD,
HENRY M. FLAGLER,
JOHN D. ARCHBOLD,
HENRY H. ROGERS,
O. B. JENNINGS,
By —— ——, *Attorney in Fact.*

(The 3rd column is a duplicate of the 1st column, and is perforated and intended to be taken out of the book.)

M-. ELLIOTT: The certificate books, showing assignments of legal title and their return and cancellation is produced by counsel for the defendant.

Mr. KINKEAD: Now, in order to show the complete transaction, I read from that book what relates to the transfer of the trust certificates of John W. Rockefeller as follows:

201 "11-3-92.

"No. A 365. John D. Rockefeller.

Received from Trustees to liquidate the Standard Oil Trust assignment of legal title to 256/972, 854/500 of the amount of corporate stocks held by them in each of the corporations whose stocks were so held on July 1st, 1892, and I do hereby authorize and direct the said Trustees, or the survivor or survivors of them, to receive from the respective companies and to pay over to me or my assigns the dividends upon the stocks so assigned and actual transfer thereof is recorded upon the books of the respective corporations.

(Signed) JOHN D. ROCKEFELLER,
Per GEO. D. ROGERS."

Mr. KINKEAD: There is pasted to this stub which I have just read the original assignment of legal title for the transfer of Mr. Rockefeller's trust certificates into corporate stock of the respective companies. This has been returned and marked "Cancelled" and attached to the original stub and is as follows:

No. A 365.

Standard Oil Trust Company.

"Assignment of Legal Title to Stocks Heretofore Represented by 256,854 Shares."

Whereas, John D. Rockefeller is the owner of the equitable title to 256/972, 854/500 of the amount of corporate stocks held by the Trustees of the Standard Oil Trust in each of the several corporations whose stocks were held by said Trust on the first day of July, A. D. 1892, which equitable ownership was represented by 256,854 shares of Standard Oil Trust surrendered for cancellation. Now, we, the Trustees in whose names the legal title to said stock stands, do hereby assign and transfer to John D. Rockefeller and his assigns the legal title to the aforesaid amount of the said stocks and authorize the proper officers of the several corporations to transfer upon their books and to issue corporate certificates for the required amount of their respective stocks upon presentation and cancellation of this assignment. The several corporations will issue stock certificates for whole shares and scrip for fractions of shares and upon presentation of fractional share scrip sufficient for the purpose, certificates for whole shares will be issued. When transfer of stock upon the corporate books is desired by virtue of this assignment, it must be placed in the hands of an attorney in fact, both for the assignee and the undersigned trustees and said attorney shall first obtain the proper certificates and scrip from all the several companies, and thereupon

202 shall deliver the certificates to the Trustees and the stock certificates and scrip to the party or parties entitled thereto.

(Signed in print.)

JOHN D. ROCKEFELLER,
WILLIAM ROCKEFELLER,
HENRY M. FLAGLER,
JOHN D. ARCHBOLD,
BENJAMIN BREWSTER,
HENRY H. ROGERS,
WESLEY H. TILFORD,
O. B. JENNINGS,
Trustees.

(Signed in writing.)

H. M. FLAGLER, *Secretary.*
W. H. TILFORD,
Attorney in Fact.

Mr. KINKEAD: There appears on the left-hand corner of this same certificate this indorsement:

"Cancelled November 7, 1892. Transfer No. 4833. Certificate issued."

Mr. KINKEAD: There appears on the back of this assignment of legal title the following:

"For value received, I hereby assign the corporate stocks mentioned or referred to in the within assignment and authorize their transfer upon the respective corporate books to myself or my heirs.

(Signed in writing.)

JOHN D. ROCKEFELLER."

The COMMISSIONER: The Special Master Commissioner makes the following statement: At the request of counsel for the State—and the same will go into the record of this case—I have examined the books exhibited to me by the counsel for the defendant company containing not only the transfer of the trust certificates of John D. Rockefeller, which has been incorporated fully into the record, but find that each and all of the transfers by a large number of other individuals appear in these books also in exactly the same manner as does the one which is incorporated in the record.

Mr. KLINE: Mr. Kinkead, is there anything further that you want?

Mr. KINKEAD: I apprehend from what you stated that these are about the only books that are here that we have any right to inquire into.

Mr. KLINE: They are.

Mr. KINKEAD: And that the remainder of the books relating to this company and its withdrawal from the trust would probably appear in Cleveland. Is that not so?

203 Mr. KLINE: I believe it to be so. The list of our stockholders and the certificate books and stock books, the usual things that evidence the ownership of stockholders in companies are necessarily in Cleveland.

Mr. KINKEAD: There was one thing which occurred during the examination. Some inquiry was made which related to the transfer of the surplus over the liquidating trustees, but as that has been testified to by the President, and it is admitted in your answers, I cannot see the necessity hardly—do you, Mr. Commissioner—of examining the books?

The COMMISSIONER: No, I do not. It is all admitted.

Mr. KLINE: The Master has handed me your subpœnas in which you say "also the record of accounts kept by the Standard Oil Company of Ohio and the liquidating trustees." There is no account kept by the liquidating trustees with the Standard Oil Company of Ohio. Mr. Rockefeller has already so testified and explained fully their relations.

Case closed.

204 And afterwards, to-wit, on November 23rd, 1898, the following testimony of F. B. Squire before Special Master and Exhibits A and B certificates of stock, Nos. 293 and 300 was filed. (Here follows printed form of testimony of F. B. Squire and exhibits.)

205 CLEVELAND, O., *November* 14, 1898—10 o'clock a. m.

Rehearing resumed pursuant to adjournment.

F. B. SQUIRE, called and duly sworn by the Commissioner, testified as follows:

(By Mr. MONNETT:)

Q. Your name is F. B. Squire, and you are Secretary of The Standard Oil Company of Ohio, I believe?

A. Yes, sir.

Q. Resident of Cleveland?

A. Of which?

Q. Of Wickliffe?

A. Yes.

Q. How long have you been a resident of Lake County?

A. About three years.

Q. Where were you resident prior to that?

A. Cleveland.

Q. How long were you a resident of Cleveland, prior to 1892?

A. From 1885.

Q. As Secretary of the defendant company, what were your duties?

A. The usual duties of Secretary.

206 Q. Who were the officers, beginning with 1892, and giving the changes to date.

Mr. KLINE: That has already been given in those printed answers. Mr. Squire will only have to go right back and repeat the same thing.

Mr. MONNETT: He gave the Directors, but he didn't give all the officers, did he?

Q. Give the officers, commencing with March, 1892, down to date, of the Standard Oil Company.

A. The officers?

Q. Yes.

A. Not Directors?

Q. No; first the officers.

A. President, J. D. Rockefeller; Vice-President, Frank Rockefeller; Treasurer, L. H. Severance.

Q. Give the period of Severance right in that connection; give the period covered. There is a change made in Severance.

A. I will give you first, F. B. Squire, Secretary.—These officers were elected annually until 1896, at which time Mr. Severance resigned, and Mr. Martin Snider was elected in his place. The officers to-day are: J. D. Rockefeller, President; Frank Rockefeller, Vice-President; Martin Snider, Treasurer; F. B. Squire, Secretary.

Q. Was John D. Rockefeller all those years a resident of New York—since 1892?

A. I could not say.

Q. Do you know any part of the time that he was not?

A. I don't know anything about it.

Q. L. H. Severance: where was his residence?

A. I would not want to say.

Mr. KLINE: He lived in Cleveland.

WITNESS: He lived in Cleveland, certainly.

Q. During all this time?

A. As far as I know.

Q. Martin Snider; where was his residence?

A. Cleveland.

Q. Will you kindly give the Directors in 1892, and the changes to date, with their residences.

A. (Referring to book) January, 1892, the Directors were J. D. Rockefeller, C. W. Harkness, L. H. Severance, F. Rockefeller, F. B. Squire.

Q. What capacity did C. W. Harkness occupy?

A. Director.

Q. Did he represent any trustee—any trust certificates at that time?

A. Did he what?

Q. Was he a trustee of any trust certificates at that time?

A. I could not tell you.—On June 13, 1892, Mr. C. W. Harkness — You want them by the year, do you?

Q. Yes, if you please.

A. January 2, 1893, the Directors were, J. D. Rockefeller——

Q. January 2, 1893?

A. Yes, sir.

Q. You started in with June.

A. I made a mistake. January 2, 1893, were elected, J. D. Rockefeller, Frank Rockefeller, H. M. Flagler, F. B. Squire, L. H. Severance.

Q. Where were their respective addresses? put it right beside them.

A. I have no record here of their addresses.

207 Q. Do you know?

A. J. D. Rockefeller, New York; Frank Rockefeller, Cleveland; H. M. Flagler, New York; F. B. Squire, Cleveland; L. H. Severance, Cleveland. I am stating that from memory.—On January 2, 1894, the following gentlemen were elected: J. D. Rockefeller — do you want the residences there?

Q. The same?

A. The same, yes. (Referring to book) H. M. Flagler, same residence; F. Rockefeller, F. B. Squire, L. H. Severance. January 7, 1895, the following gentlemen were elected: J. D. Rockefeller, New York; A. M. McGregor, New York; Frank Rockefeller, Cleveland; L. H. Severance, Cleveland; F. B. Squire, Cleveland. (Witness reads from a book all except the addresses.) April 15, 1896, the following gentlemen were elected: J. D. Rockefeller, New York; F. Rockefeller, Cleveland; A. M. McGregor, New York; Martin Snider, Cleveland; F. B. Squire, Wickliffe. January 4, 1897, the same Board was elected.

Q. The same addresses remain?

A. Yes sir.—January 3, 1898, the same gentlemen were elected.

Q. What record did you take that from; what book do you call that?

A. Minute Book.

Q. Does it contain any other records than the ones you have referred to, or the dates you have referred to?

A. Yes, sir.

Q. During those periods, I mean?

A. Yes, sir.

Q. What other records does it contain?

A. Ordinary records of the corporation.

Q. Beginning with 1892, give what took place at the meeting—the first meeting, January 13, 1892, January 2, 1893, and January 4, 1894, and intermediate meetings: please give to the Referee——

Mr. KLINE: We will object to any meetings prior to the decree of the court.

Master COMMISSIONER: The decree was of March 2, 1892.

Mr. KLINE: We decline to give what transpired prior to the decree of the court.

Master COMMISSIONER: He has not inquired for it.

Q. Give the first meeting, commencing with March 2, 1892, and give the contents.

A. (Reads from book) "Meeting of Directors held this 17th day of March, 1892, at its office, Cleveland, O. Present, F. Rockefeller, who presided; L. H. Severance and F. B. Squire. The following resolution was unanimously passed: Resolved, a dividend of 92 per cent. be paid in cash to the stockholders. Nothing alse being present, the meeting adjourned. (Signed) F. B. Squire, Secretary."

Mr. KLINE: Go right along to the other meeting following, and read the whole of it.

WITNESS: Of the directors and stockholders?

Mr. KLINE: Certainly.

WITNESS: (Reads from book) "Directors' meeting of the Standard Oil Company, held the 13th day of June, 1892, at its office,
208 Cleveland, O. Present, F. Rockefeller, who presided; L. H. Severance and F. B. Squire. The resignation of Mr. C. W. Harkness as director of this company was read and accepted. On motion, Mr. H. M. Flagler was elected to fill the vacancy in the Board. The following appointments were then made by the unanimous consent of the Board: A. M. McGregor, Mechanical Expert; Silas H. Payne, sales agent lubricating oils in the West; E. T. Bedford, sales agent lubricating oils in the East and export. Salary of the President, Mr. J. D. Rockefeller, was made $30,000 from June 15, 1892. There being nothing else before the Board, meeting adjourned. (Signed) F. B. Squire, Secretary."

(Witness reads from book) "Meeting of Directors of the Standard Oil Company held this 7th day of September, 1892, at its office, Cleveland, O. Present, F. Rockefeller, L. H. Severance, and F. B. Squire. The following resolutions were unanimously adopted: Resolved, that this company become the purchasers of the property of the L. D. Mix Oil and Naptha Company——"

Q. Do you know where that was located?

A. Cleveland.—"and that in payment therefor the officers of the company be authorized to execute and release to the said L. D. Mix Oil and Naptha Company of all claims and demands which this company has against the same; and resolved further, that in consideration of such purchase and transfer by the L. D. Mix Oil and Naptha Company to this company, that the Standard Oil Company assume and pay all liabilities of said L. D. Mix Oil and Naptha Company. On motion, meeting adjourned. (Signed) F. B. Squire, Secretary."

(Reads from book) "Annual meeting of the stockholders of the Standard Oil Company of Ohio, at its office, Cleveland, O., January 2, 11:30 A. M., 1893. On motion, Mr. F. Rockefeller was made Chairman of the meeting. On motion, Mr. F. B. Squire was made Secretary of this meeting. A canvass of the stock represented showed that 17,805 shares were present in person or by proxy. Thereupon the chairman declared that the election of directors for this year was in order. On motion, Mr. L. H. Severance was appointed teller. A vote was then taken, and the teller announced that the following had received 17,805 votes, being the unanimous vote of all present: Mr. J. D. Rockefeller, Mr. F. Rockefeller, Mr. H. M. Flagler, Mr. F. B. Squire, Mr. L. H. Severance. The chairman declared same elected as directors for the year 1893."

Mr. KINKEAD: Who does it show were present at that meeting?

WITNESS: 17,805 shares.

Mr. KINKEAD: I mean of the persons who were present; does it show?

WITNESS: It does not show. (Continues reading) "On motion, it was unanimously resolved that the annual statement showing the financial condition of the company, its assets and liabilities and its

list of stockholders as required by law, be waived and dis-
209 pensed with. No other business being before the meeting, it then adjourned. (Signed) F. Rockefeller, Chairman, F. B Squire, Secretary."

(Reads from book) "Meeting of directors of the Standard Oil Company, Cleveland, O., held this 9th day of January, 1893, at its office. Present, F. Rockefeller, L. H. Severance and F. B. Squire, who took oath as required by law. Mr. F. Rockefeller was made Chairman, and Mr. F. B. Squire Secretary of this meeting. Chairman announced that the election of officers was in order. On motion, the following were elected officers for 1893: Mr. J. D. Rockefeller, President; Mr. F. Rockefeller, Vice-President; Mr. F. B. Squire, Secretary; Mr. L. H. Severance, Treasurer. There being no other business, meeting adjourned. (Signed) F. B. Squire, Secretary."

(Reads from book) "At a meeting of directors of this company, held at its office, Cleveland, O., July 27, 1893, there were present Mr. F. Rockefeller, who presided; L. H. Severance, and F. B. Squire. The following resolution was unanimously adopted: Whereas, the business of refining oil at Cleveland has greatly lessened the past few years; and whereas, considerable of the plant has become inoperative by reason of change of methods of refining oil; and whereas, there has been no depreciation in construction for past eight years, Resolved, that there be charged to depreciation of plant account the sum of two million dollars, and the same be credited to plant account to cover the estimated depreciation in the plant of the company. Resolved, that this entry be made on the books of this company as of June 30, 1893. No other business then offered, meeting then adjourned. (Signed) F. B. Squire, Secretary."

Mr. KINKEAD: I wanted to get that point, that that two million dollars be charged to what, did you say there?

WITNESS: Charged to depreciation plant account. (Witness reads from book) "Annual meeting of stockholders of this company held this 2nd day of January, 1894, at its office, Cleveland, Ohio. On motion, Mr. F. Rockefeller was made Chairman of the meeting and F. B. Squire Secretary of meeting. There being a majority of the stock represented, in person and by proxy, the chairman stated that we would proceed to elect directors for the coming year. On motion, the ballot was taken, with the following result: J. D. Rockefeller received 18704 and 1925/9725 votes. H. M. Flagler received the same number, F. Rockefeller the same, F. B. Squire the same, L. H. Severance the same. Thereupon the chairman declared them elected directors, having received a majority of the stock and unanimous vote of all the stock present in person and proxy. On motion by F. B. Squire, seconded by L. H. Severance, the following resolution was unanimously adopted: Resolved, that the annual statement of the financial condition of this company, showing its assets and liabilities, and a list of all its stock-
210 holders required by the statutes of this state, are hereby waived and dispensed with. On motion, meeting then adjourned. (Signed) F. Rockefeller, Chairman, F. B. Squire, Secretary."

(Witness reads from book) "Meeting of directors of this company held this 2nd day of January, 1894, at its office, Cleveland, O. Present, F. Rockefeller, who acted as Chairman, L. H. Severance, and F. B. Squire, who acted as Secretary, all having qualified. The chairman announced that the election of officers for the coming year would be in order. On motion, the following were elected unanimously, and those present qualified: J. D. Rockefeller, President; F. Rockefeller, Vice-President; F. B. Squire, Secretary; L. H. Severance, Treasurer. On motion, meeting adjourned. (Signed) F. B. Squire, Secretary."

(Reads from book) "Meeting of directors of this company, held at its office, Cleveland, O., January 31, 1894. Present, F. Rockefeller, who presided; L. H. Severance, and F. B. Squire. It was moved and seconded this company lease to the Indiana Pipe Line Company right of way to lay, maintain and operate pipe lines in Railroad Township, Stark County, Indiana, two parcels adjoining in Town 32 N., range 4 W., viz.: Northeast corner of S. E. ¼, section 3, and the W. ½ S. W. ¼ section 2, said pipe lines to be laid along and as near as practicable to or upon the right of way of the Chicago & Erie Railroad across said premises. Further, the Vice-President and Secretary are hereby authorized to make said lease for $25.00. Carried unanimously. On motion, the President was ordered to affix the seal of the company and sign a satisfaction in the suit of Edward W. Leggett against this company in the Circuit Court of the U. S. for the southern district of New York. There being no further business, meeting then adjourned. (Signed) F. B. Squire, Secretary."

Q. What are those attached? (Referring to book).

A. Affidavits, oath of office of directors.

Q. We will wait till we come back to that.

A. (Witness reads) "Directors' meeting of this company, held this 28th day of April, 1894, at its office, Cleveland, O. Present, F. Rockefeller, who presided; L. H. Severance and F. B. Squire. Resignation of Mr. H. M. Flagler as director of this company was presented and duly accepted. On motion, Mr. A. M. McGregor was elected to fill the vacancy in the Board, and the Secretary was requested to notify him. No other business being before the Board, the meeting adjourned. (Signed) F. B. Squire, Secretary."

(Witness reads) "Meeting of Board of Directors held at its office, Cleveland, O., this 31st day of May, 1894. Present, F. Rockefeller, who presided; L. H. Severance and F. B. Squire. It was moved and seconded that the deed executed and forwarded to Mr. T. M. Towl May 10th, 1894, for the riparian right of a piece of land about 10 feet wide and 95 feet long in the Hackensack River, Jersey City, which land adjoins a piece of property purchased from Jacob and Henry M. Van Wagoner, but transferred some years since, is hereby ratified and approved. Resolved, that the officers be and are
211 hereby authorized to execute the necessary papers for certain rights of way, with all rights, title and interest we have in the following: All those several grants and conveyances for right of way for pipe and telegraph lines over, through and across certain

lands in the County of Hudson, in the State of New Jersey, as described in each of said grants and conveyances, as follows:

Line No.	Grantors.	Date.	Place of record, deeds.
6 & 6, 3–4.....	Long Dock Company...	Jan. 14, 1881	Book 362, page 19.
28.....	George Gifford.....	Dec. 27, 1881	" 362, " 558.

together with all the rights, title and interest of the said party of the first part in and to the lands, premises and privileges described in each of the said grants and conveyances hereinbefore mentioned or referred to. Unanimously carried."

Q. What was that for?

A. That is the resolution—that the officers are hereby authorized to execute the necessary papers for certain rights of way with the rights, title and interest we have in the following.

Q. What was that right of way for; for pipe and telegraph lines; do you know?

A. Not of my own knowledge; I only know what is here.

Q. Don't you know, as a director, what it was for, outside of that?

A. (Not answered).

(Witness continues reading) "On motion, meeting adjourned. F. B. Squire, Secretary."

(Witness reads from book) "Meeting of directors of this company, held at its office, Cleveland, O., this 3rd day of September, 1894. Present, F. Rockefeller, who presided; L. H. Severance, and F. B. Squire. The following resolution was unanimously passed: Resolved, that Samuel T. Curtis, of South Bend, Indiana, is hereby authorized to take charge of the business of selling and distributing oil at the said city of South Bend within the territory supplied therefrom. And it is further resolved that any citizen or resident of the State of Indiana having a claim or demand against said Standard Oil Company arising out of any transaction with such agent, may sue for and maintain an action in respect to the same in any court in the State of Indiana of competent jurisdiction, and service of process on said Curtis shall be valid service on said company and shall authorize judgment and all other proceedings against said company. On motion, meeting adjourned. F. B. Squire, Secretary."

(Witness reads from book) "Annual stockholders' meeting, held in the office of the company, Cleveland, O., January 7, 1895. F. Rockefeller was made Chairman and F. B. Squire Secretary of this meeting. Canvass showed that a majority of the stock of the company was present in person or by proxy. Whereupon the chairman announced that the meeting proceed to the election of di-
212 rectors for 1895. A motion for a ballot was unanimously carried. Thereupon it was taken, with the following results: J. D. Rockefeller, A. M. McGregor, F. Rockefeller, L. H. Severance F. B. Squire, each received 17,804 and 1925/9725 shares or votes, being the unanimous representation of stockholders present in person or proxy. The chairman declared them elected for the year 1895.

The following resolution was unanimously carried: Resolved, that the annual statement of the financial condition of this company, showing its assets and liabilities and a list of all its stockholders, as required by the statutes of this state, are hereby waived and dispensed with. On motion, meeting then adjourned. F. B. Squire, Secretary."

(Witness reads from book) "Meeting of the directors held after the stockholders' meeting at the company's office, Cleveland, O., January 7, 1895. Present, F. Rockefeller, who presided, and F. B. Squire. There being no quorum, the meeting adjourned until Febuary 6th, 1895."

"Adjourned meeting of directors, held at its office, Cleveland, O., February 6, 1895. Present, F. Rockefeller, who presided; L. H. Severance, and F. B. Squire, who acted as Secretary. All qualified. The chairman stated that the Board would proceed to elect officers for the coming year; whereupon the directors present qualified and elected unanimously the following officers: J. D. Rockefeller, President; F. Rockefeller, Vice-President; F. B. Squire, Secretary; L. H. Severance, Treasurer. The following resolution was carried: Resolved, that George A. Foster, of Detroit, Michigan, be and is hereby appointed a duly authorized agent of this company to acknowledge service of process for and on behalf of this company in any suit which may be brought against it within the State of Michigan. Further, that this company hereby consents that service of process upon said George A. Foster so appointed its agent aforesaid, shall be as valid as if served upon the company itself. That this company hereby waives all and every claim of error by reason of service made upon such agent in any such suit. Meeting then adjourned. F. B. Squire, Secretary."

(Reads from book) "Special meeting of directors of this company, held this 7th day of February, 1895, at its office, Cleveland, O. Present, F. Rockefeller, who presided; L. H. Severance, and F. B. Squire. Resolved, that $230,019.96 which was charged off December 31, 1894, for depreciation of construction of plant investment, is hereby approved. Unanimously carried. There being no further business, meeting adjourned. F. B. Squire, Secretary."

(Witness reads from book) "Annual meeting of stockholders of the Standard Oil Company of Ohio, held the 6th day of January, 1896, at its office, Cleveland, O. On motion, Mr. F. Rockefeller was elected chairman of the meeting, and F. B. Squire Secretary of meeting. On count it was found that there were present in person or by proxy, 17,796 shares. On motion, meeting adjourned until Febr.-ary 3rd, same hour and place. (Signed) F. Rockefeller, Chairman; F. B. Squire, Secretary."

213 (Reading from book) "Adjourned meeting of the stockholders of this company, held this 3rd day of February, 1896, at the company's office, Cleveland, O. On motion it was found that 17,796 shares of stock were present. A motion to adjourn to February 24, 1896, was unanimously carried. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Adjourned meeting of the stockholders of this company, held at its office, Cleveland, O., this 24th

day of February, 1896; present, 17,796 shares. Meeting adjourned to March 25, 1896. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Adjourned meeting of the stockholders of this company, held at its office, Cleveland, O., the 25th day of March (?), 1896; present, 17,793 shares. Adjourned to April 15, 1896. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads) "Adjourned meeting of the stockholders of the Standard Oil Company, held this 15th day of April, 1896, at its office, Cleveland, O. Officers elected at the first meeting were requested to preside. On counting the number of shares, it was found that there were present 17,796 shares either in person or by proxy. Chairman declared that there was a majority of stockholders present, and that it would be in order to proceed to election of directors for the balance of the year. A ballot was then taken, and the secretary found that all the shares, 17,796, had voted for Mr. J. D. Rockefeller, Mr. F. Rockefeller, Mr. A. M. McGregor, Mr. Martin Snider, and Mr. F. B. Squire. The chairman thereupon declared same unanimously elected. A resolution was passed unanimously waiving the annual statement of the company showing its assets and liabilities, its financial condition, the list of stockholders as required by the statute. Resolution was passed unanimously ratifying and approving the acts of the directors for the previous year and up to date for 1896. Meeting then adjourned. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Meeting of the directors of the Standard Oil Company, held this 27th day of April 1896, at its office, Cleveland, O. Present, F. Rockefeller, M. Snider, and F. B. Squire, who qualified as directors. Mr. F. Rockefeller was elected Chairman, and Mr. F. B. Squire Secretary of this meeting. The Chairman then stated the election of officers for the remainder of 1896, would be in order. Thereupon, Mr. J. D. Rockefeller was elected President, Mr. F. Rockefeller, was elected Vice-President, Mr. F. B. Squire was elected Secretary, Mr. M. Snider was elected Treasurer. There being no further business the meeting adjourned subject to call. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Special meeting of directors of this company held this 13th day of May, 1896, at the office of the company, Cleveland, O. Present, F. Rockefeller, who presided; M. Snider, and F. B. Squire. A resolution was offered and unanimously passed, that a further charge be made to depreciation
214 of plant account in the sum of $1,200,000.00, the same to be credited to the plant account to cover further depreciation in the plant of this company. On motion, meeting then adjourned, subject to call. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Annual meeting of stockholders of the Standard Oil Company of Ohio, held at the office of the company, this 4th day of January, 1897, in Cleveland, Ohio. F. Rockefeller was chosen Chairman, and Mr. F. B. Squire, Secretary. Canvass of the stockholders showed that there were present *by* person or — proxy, 17,796 shares, as follows:

J. D. Archbold	287 shares.
Emma B. Auchincloss	85 shares.
Benj. Brewster	359 shares.
H. M. Flagler	1259 shares.
Chas. W. Harkness	2306 shares.
Anna B. Jennings	85 shares.
Esther J. Jennings	196 shares.
Helen G. Jennings	85 shares.
Oliver G. Jennings	85 shares.
Walter Jennings	86 shares.
O. H. Payne	719 shares.
Estate of Chas. Pratt	1799 shares.
H. H. Rogers	677 shares.
John D. Rockefeller	9244 shares.
Wm. Rockefeller	467 shares.
W. H. Tilford	53 shares.
A. M. McGregor	1 share.
Frank Rockefeller	1 share.
F. B. Squire	1 share.
L. H. Severance	1 share.

Mr. KLINE: Are you sure about L. H. Severance? He is down here as 192.

WITNESS: That is another place. "The chairman declared that the election of directors would now be in order. A vote was then taken, and the Secretary stated that all the votes were for the following, and that all the stock had voted: Mr. J. D. Rockefeller, Mr. F. Rockefeller, Mr. A. M. McGregor, Mr. M. Snider, Mr. F. B. Squire. The chairman declared the same unanimously elected directors for the year 1897. It was resolved and unanimously passed that the annual statement showing the financial condition of the company, its assets and liabilities as required by law, be waived and dispensed with. It was also resolved and carried unanimously that all the acts of the directors and officers of the company for the year ending to-day be ratified and approved. There being nothing else present, the meeting then adjourned. F. Rockefeller, Chairman, F. B. Squire, Secretary." That was January 4, 1897.

215 (Witness reads from book) "Meeting of directors of the Standard Oil Company of Ohio, held this 4th day of January, 1897, at the office of the Company, Cleveland, O. Present, Mr. F Rockefeller, Mr. M. Snider, and Mr. F. B. Squire. Thereupon they qualified. On motion, Mr. F. Rockefeller was chosen Chairman, and Mr. F. Squire Secretary of the meeting. The chairman stated that the object of this meeting was for the purpose of electing officers for the year 1897. On motion Mr. J. D. Rockefeller was made President, Mr. F. Rockefeller, Vice-President, Mr. F. B. Squire, Secretary, and Mr. Martin Snider, Treasurer. There being no further business, meeting adjourned. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Annual stockholders' meeting of the Standard Oil Company, held this 3rd day of January, 1898, at its

office in Cleveland, O. On motion, Mr. F. Rockefeller was made chairman of the meeting and Mr. F. B. Squire Secretary. The chairman requested the Secretary to canvass the number of shares to see if a majority of the stock was present. The Secretary advised the chairman that there was more than a majority of shares present, in person or by proxy. The chairman then stated that the election of directors for this year would be in order. A ballot was then taken, and all the shares voted as follows:

J. D. Rockefeller	9244	shares.
F. Rockefeller	1	share.
L. H. Severance	193	shares.
F. B. Squire	1	share.
M. Snider	1	share.
Chas. W. Harkness	2076	shares.
Wm. Rockefeller	467	shares.
H. M. Flagler	1007	shares.
J. D. Archbold	287	shares.
H. H. Rogers	677	shares.
W. H. Tilford	53	shares.
Lsther J. Jennings	196	shares.
Walter Jennings	86	shares.
Oliver G. Jennings	85	shares.
Anna B. Jennings	85	shares.
Emma B. Auchincloss	85	shares.
Oliver H. Payne	719	shares.
Estate of Chas. Pratt	1799	shares.
Helen J. James	85	shares.
A. M. McGregor	71	shares.
Samon V. Harkness	470	shares.
Wm. L. Harkness	466	shares.
Charles Lockhart	431	shares.
Chas. F. G. Heye	131	shares.
E. T. Bedford	89	shares.
216 H. C. Folger, Jr	35	shares.
C. M. Pratt	179	shares.
V. Everett Macey	269	shares.
Estate of Josiah Macey, Jr	143	shares.
Wm. H. Macey, Jr	17	shares.
H. A. Hutchins	53	shares.
John S. Kennedy	107	shares.
James M. Constable	111	shares.
Dan. O'Day	63	shares.
Elmina D. Brewster	71	shares.
Mary D. Jennings	71	shares.
George S. Brewster	71	shares.
Frederick F. Brewster	71	shares.
Robert S. Brewster	71	shares.

for the persons named herewith: Mr. J. D. Rockefeller, Mr. F. Rockefeller, Mr. A. M. McGregor, Mr. M. Snider, and Mr. F. B. Squire."

Q. Who were the directors elected then?

A. That is what I have read: J. D. Rockefeller, F. Rockefeller, A. M. McGregor, M. Snider, and F. B. Squire.—(Resumes reading) "The chairman then declared the gentlemen unanimously elected directors for 1898. A resolution was offered and unanimously passed, waiving the annual statement required by law regarding the financial condition of the company and its assets and liabilities. Also, a resolution was offered and unanimously passed approving all of the acts of the directors and officers of the company for the previous year. Nothing further offered, the chairman declared the meeting adjourned. F. Rockefeller, Chairman; F. B. Squire, Secretary."

(Witness reads from book) "Meeting of directors of the Standard Oil Company of Ohio, this 3rd day of January, 1898, at its office, Cleveland, O. Present, F. Rockefeller, Mr. M. Snider, and Mr. F. B. Squire, who qualified according to law. Mr. F. Rockefeller was made Chairman and Mr. F. B. Squire Secretary of this meeting. The chairman stated that the election of officers would be in order. It was moved and seconded that Mr. J. D. Rockefeller be elected President. Carried. It was moved and seconded that Mr. F. Rockefeller be elected Vice-President. Carried. Moved and seconded that Mr. F. B. Squire be elected Secretary. Carried. Moved and seconded that Mr. M. Snider be elected Treasurer. Carried. There being no further business, the meeting adjourned. F. Rockefeller, Chairman; F. B. Squire, Secretary."

Q. Does your record show anything more than you have now given in the way of the qualification of the Directors for each of the ensuing years; from the time of the action—from 1892?

A. Directors living out of the State?

Mr. KLINE: The records do show the qualifications of Directors living out of the State, as follows——

217 WITNESS: Directors living out of the State qualified as follows, which the record shows:

(Reading from same book)

"I, A. M. McGregor, of New York City, New York County, having been elected Director of the Standard Oil Company of Ohio, solemnly swear that I will faithfully perform the duties as such to the extent of my ability, and support the Constitution of the United States.

(Signed) A. M. McGREGOR.

Sworn and subscribed before me, this 8th day of January, A. D. 1898.

Witness my official seal and signature.

MARTIN JUDGE,
Notary Public, Kings County, N. Y.

Certificate filed in N. Y. Co." With Notary's seal affixed.

Q. You may give each of those.
A. Do you wish me to read the others?
Q. Yes.
A. (Witness reads from same book)

"I, J. D. Rockefeller, of New York City, New York County, having been elected Director of the Standard Oil Company of Ohio, solemnly swear that I will faithfully perform the duties as such to the best of my ability, and support the Constitution of the United States.
(Signed) JOHN D. ROCKEFELLER.

Sworn to and subscribed before me, this 10th day of January, A. D. 1898.
Witness my official seal and signature.
MARTIN JUDGE,
Notary Public, Kings County.

Certificate of N. Y. Co. and Notary's seal affixed.

Q. Have you affidavits for the preceding years? if so you may give them.
A. Each year?
Q. Yes.
A. I don't believe I have each year.
Q. Give what years then you have of the affidavits of the non-resident stockholders.
A. (Reading from book)

"On this 3rd day of January, A. D. 1894, before me a Notary Public in and for said County, personally appeared Mr. John R. Rockefeller, to me known, who being by me duly sworn did declare on his oath that he would faithfully and conscientiously discharge the duties of a director of the Standard Oil Company, incorporated under the laws of Ohio, to the best of his ability.
(Signed) JOHN D. ROCKEFELLER.

Sworn to and subscribed before me the day and year above written.
MARTIN JUDGE,
Notary, Kings County.

Certificate filed in N. Y. Co." Notary's seal affixed.

218 (Reading from same book) "Before me, a Notary Public in and for said County personally appeared Henry M. Flagler, to me known, and being by me duly sworn did declare on his said oath that he would faithfully execute the duties devolving upon him as a Director of the Standard Oil Company, a corporation of the State of Ohio, to the best of his ability.
(Signed) HENRY M. FLAGLER.

Sworn to and subscribed before me, this 8th day of January, A. D. 1894.
MARTIN JUDGE,
Notary Public, Kings County.

Certificate filed N. Y. Co." Notary's seal affixed.

(Reads from same book) "I, A. M. McGregor, solemnly swear that I will faithfully perform the office of a director of the Standard Oil Company of Ohio, to which I have been elected, to the best of my ability.

(Signed) A. M. McGREGOR.

Signed and sworn to before me this 21st day of August, A. D. 1894.

S. MARSHALL BUSSELLE,
Notary Public, N. Y. Co."

Notary's seal affixed.

(Reads from same book) "I, A. M. McGregor, solemnly swear that I will faithfully perform the office of Director of the Standard Oil Company of Ohio for the year 1895, to which I have been elected, to the best of my ability.

(Signed) A. M. McGREGOR.

Sworn to by the said A. M. McGregor before me and by him signed in my presence, the 17th day of June, 1895.

WALTER F. LIVINGSTON,
Notary Public, Kings County.

Certificate filed in New York County." Notary's seal affixed.

(Reads from same book)

THE STATE OF OHIO,
County of Cuyahoga:

"I, J. D. Rockefeller, solemnly swear that I will faithfully perform the office of director in the Standard Oil Company of Ohio for the year 1895, to which I have been elected, to the best of my ability.

(Signed) J. D. ROCKEFELLER.

Sworn to by the said J. D. Rockefeller before me, and by him signed in my presence, this 18th day of June, 1895.

F. W. LOTHMAN,
Notary Public."

Notary's seal affixed.

Q. You may give what pages you have included, inclusive, beginning number and the end.

A. Commencing with page 65 and ending with page 97 inclusive.

219 Q. Is the record you have read from the record that you yourself have made as Secretary?

A. Yes.

Q. Recorded in your own handwriting?

A. Yes, sir.

Q. You may state when you recorded those minutes that you have read from.

A. Currently.

Q. At the dates that they there appear?
A. About.
Q. Well, within how much of a time after it took place?
A. A few days; usually a few days.
Q. Did you keep any other set of minutes of those meetings than this?
A. None whatever.
Q. Was there any meeting between March 2, 1892, and that which you have given? Was there any meeting of the directors or stockholders?
A. None whatever, as directors or stockholders.
Q. Did you have an informal meeting between that date, that you did not keep a record of, in the City of Cleveland, of the stockholders or directors?
A. The officers currently held meetings.
Q. You mean they occurred frequently, do you?
A. Certainly.
Q. Did you hold one of those frequent meetings after that decision, before March 17th?
A. We have always—the officers have always held meetings whenever it was necessary.
Q. That you didn't keep a record of?
A. No, sir.
Q. Did you hold such a meeting between March 2nd and March 17th, that you didn't keep a record of?
A. Yes, sir.
Q. What was done at that meeting?
A. It was a question what we ought to do about conforming to the order of the court.
Mr. ELLIOTT: The order of the court in this case?
WITNESS: Yes, sir.
Q. Who was present at that meeting?
A. I am not referring to any particular meeting; there were several.
Q. At the several meetings, then. Give all that you now recall.
A. Our counsel was present with the officers—Mr. Kline.
Q. What two or three officers.
A. I said, with *the* officers: Mr. Frank Rockefeller, Mr. Severance, and myself.
Q. Was John D. Rockefeller present at any of those?
A. I don't recall that he was.
Q. What action was taken?
A. As a result of the various meetings?
Q. Take them in the order, as near as you can.
A. I cannot give that.
Q. Can you give that substantially?
A. The result of the conference and consultations with Mr. Kline, our attorney, was the passing of a resolution March 17th, 1892, which we were advised would be the quickest means to secure the result, and which we understood by Mr. Kline was in accordance

and met with the approval of the court, that it would be the
220 means of enabling the trustees to distribute the surplus to the parties to whom it belonged—the stockholders—and make our capital—and equalize our capital with our capitalization.

Q. What trustees did you refer to, Mr. Squire?

A. The trustees of the Standard Oil Trust.

Q. How much did you turn over to them?

A. Approximately, $3,220,000.00; I have not the exact figures.

Q. How much was turned over to the stockholders?

A. The full amount.

Q. How much was turned over to the stockholders other than to the trustees of the Standard Oil Trust?

A. I cannot state exactly.

Q. Give us the best of your approximation of it.

A. About three hundred dollars.

Mr. KINKEAD: That was surplus you were speaking of?

WITNESS: Speaking of this 92 per cent.

Mr. KINKEAD: Dividend?

WITNESS: Yes, sir.

By Mr. MONNETT:

Q. Who were those stockholders that received the $300?

A. F. Rockefeller, L. H. Severance, and F. B. Squire.

Q. Who were the stockholders represented by the trustees that received the $3,220,000.00?

A. I don't know.

Q. Were you one of them?

A. I think I was.

Q. How much did you receive, of that $3,220,000.00?

A. I cannot answer now.

Q. What means have you of giving it?

A. None.

Q. Give it to the best of your recollection, then.

A. I could not even state that.

Q. Was it a thousand dollars?

A. I could not answer.

Q. More, or less?

A. I could not answer.

Q. Was it ten thousand dollars?

A. I could not answer.

Q. Why cannot you?

A. Because I have no knowledge of it.

Q. Did you receive any—From whom did you receive it—the individual or person?

A. It came to me in a regular check.

Q. From whom?

A. I suppose, from the trustees.

Q. Was it from Wardwell the treasurer?

A. I could not tell you.

Q. Did the trustees execute checks for the trust—the distribution of the trust fund to you?

A. Through their proper officer.

Q. Who were the proper officers?
A. I could not tell you.
Q. Don't know who signed the check?
A. No, sir.
Q. At no time?
A. I may have seen it, but I don't remember.
Q. Don't you know who signed the check?
A. No, sir.
Q. Did you get one the second year?

Mr. KLINE: I object.

Q. Or any other time than the first distribution of 92 per cent?

Mr. KLINE: If the design of the inquiry is for the purpose of showing that Mr. Squire was the holder of trust certificates
221 at any time, it is objectionable; because, in response to our call upon the Supreme Court in the 10th Interrogatory, it was said that no list of the trust certificate holders need be given by Mr. Rockefeller. If that is so, it is because it was incompetent and irrelevant; and it is equally irrelevant if asked of any other witness in the case against the Standard Oil Company. So far as it undertakes to follow the distribution of the dividend of 92, which is the only dividend that the Standard Oil Company of Ohio made, it might be competent to show what interest, or what portion thereof, if any, Mr. Squire got; but it is very remote then. He is asking about the next year. It could only result, if Your Honor please, as a dividend upon trust certificates or upon the single share of stock that he holds in the Standard Oil Company of Ohio. They are inquiring about the distribution made by the trustees. Therefore, I say that the subject has been passed upon by the Supreme Court, if that is the object of the inquiry.

Mr. KINKEAD: I want to suggest to the Commissioner that counsel on the other side, with reference to hiding behind the order of the court, that it is a very handy thing, which they are going to use for any and all purposes, and they are going to use it wrongfully. This inquiry is not for the purpose of disclosing or ascertaining who is the holder of any trust certificate, but it is for the purpose of ascertaining what was done by the Standard Oil Company of Ohio. Incidentally, it touches upon who happened to be an owner of a trust certificate. The Supreme Court has not said that we shall not inquire into what has been done by the Standard Oil Company, or by the Standard Oil Trustees, with respect to the interests of the Standard Oil Company, even though it incidentally calls for the ownership of any trust certificates. Mr. Kline is not stating the order correctly with reference to that point.

Master COMMISSIONER: Let me ask you, Mr. Kinkead: To what do you refer when you say the attorneys for the Standard Oil Company are hiding behind the order of the Court? I do not understand it.

Mr. KINKEAD: I can explain that. The demurrer was filed to a broad question, which asked for the names of all trust certificate holders, and that is all. Now, the Supreme Court said that Mr. Rockefeller need not give the names of all the trust certificate hold-

ers, and that is all that the Supreme Court has ever passed upon. The Supreme Court, we will say, said that Mr. Rockefeller need not give the names of all of the stockholders in other companies; but when we are inquiring into the innermost doings of these companies and these trustees, with reference to their compliance with the order of the court, and, as I stated, when we incidentally get upon the ownership of a trust certificate, they *they* cry out, "The Supreme Court has said not to answer that question"; and every time they do that, they are doing something that is not strictly in accordance with what the order of the court is.

222 Discussion.

Master COMMISSIONER: What do you claim to be the object:—"Did you get a check for the second year, or at any other time?"

Mr. MONNETT: I do not care at this time to disclose it. I will to you in private. I could give you the whole history of it, but I think we should not be compelled constantly to disclose our steps.

The COMMISSIONER: I didn't know but what you were perfectly willing to do that. With the statement of the Attorney-General that he considers the question one of vital importance in this proceeding, and he does not wish at this time to state further as to its pertinency, I am inclined for the present to overrule the objection made by the defendant's attorney, reserving the right to reverse this ruling if, in his judgment, he should, under the further questions, and the interrogatories already propounded, deem it advisable.

Q. (Question repeated, with addition). Or any other time than the first distribution of 92 per cent.; and if so, about when?

A. I don't remember.

Q. Did you get one in 1898?

A. No, sir.

Q. 1897?

A. No, sir.

Q. 1896?

A. No, sir.

Q. 1895?

A. No, sir.

Q. No dividend on any trust certificate during those years?

A. No, sir.

Q. What were you going to say about owning?

Mr. KLINE: I object.

Q. When did you own them?

Objection by Mr. Kline.

Q. Covering what period?

Objection renewed by Mr. Kline.

Q. Own these trust certificates covering what period?

Objection renewed by Mr. Kline.

Mr. MONNETT: He has shown all this period he was a Director.

Objection by Mr. Kline.

Q. From the trustees or the liquidating trustees?
A. No, directly or indirectly.

Mr. KLINE: He assumes that he owns trust certificates—when did you get any?
The COMMISSIONER: Let this be answered.

Q. Did you receive any dividend from the trustees, or the liquidating trustees?

Mr. KLINE: I object.

Q. Have you owned any trust certificates of the Standard Oil Trust since March 2, 1892; and if so, give the length of time that you so held them?

223 Mr. KLINE: I object.
The COMMISSIONER: The same ruling.
Mr. KLINE: I advise the witness not to answer, under the order of the Supreme Court already given in this case; under which holding of the Supreme Court I do not wish to have this Master brought up for contempt.

Adjourned to 2 o'clock P. M., November 14, 1898.

(Examination of Mr. F. B. SQUIRE.—Continued.)

Q. (Question repeated). A. I shall decline to answer, under the advice of counsel.
Q. That is the only ground you put it on, I suppose?

Mr. KLINE: That is the only ground he has put it on.

Q. Do you put it on any other ground?
A. Under advice of counsel.
Q. You have given an account of the informal meeting or meetings just above referred to; who all were present at that meeting, or those meetings?

Mr. KLINE: That is an assumption.
Mr. MONNETT: I didn't ask the question of Mr. Kline. I ask that; he can answer, can't he?

A. I have already answered that question, I think.
Q. Is that your only answer?
A. I think my previous answer gave you full information.
Q. Were there no other ones present at any of the meetings subsequent to March 2, 1892, either informal or of record, than those you have given in your foregoing answers?
A. The officers of the company were always present.
Q. Your records only show Frank Rockefeller present; do you mean by all the officers being present, the President was present?
A. I mean outside of the meetings of record: practically all the officers; I will modify that.
Q. John D. Rockefeller among them in those meetings?
A. He has been present at some of our conferences.
Q. That are not of record?

A. That are not of record.

Q. There is no meeting of record where he was present, I believe; is there?

A. Not since 1892.

Q. Was Charles W. Harkness present at any of those informal meetings, subsequent to March 2, 1892?

A. No.

Q. Was William Rockefeller?

A. He is not an officer of the company.

Q. Was he present?

A. No, sir.

Q. Was H. M. Flagler present at any of them?

A. No, sir.

Q. Was Benjamin Brewster?

A. No, sir.

Q. H. H. Rogers?

A. No, sir.

224 Q. John D. Archbold?

A. No, sir.

Q. W. H. Tilford?

A. No, sir.

Q. Oliver H. Payne?

A. No, sir.

Q. The representatives of the Charles Pratt Estate?

A. No, sir.

Q. I notice in your record you speak of the Charles Pratt Estate: how were they represented in any of your meetings?

A. By proxy.

Q. Who executed any proxy?

A. C. M. Pratt, Trustee.

Q. Where did he get his power as trustee?

A. I suppose, from the Estate.

Q. Who represented John D. Rockefeller in these meetings—the stockholders' meetings?

A. Proxy.

Q. Who represented him in that proxy?

A. F. Rockefeller, or myself.

Q. F. Rockefeller?

A. Yes.

Q. Did you represent him in a meeting of March 17th—the first stockholders' meeting after March 2, 1892?

Mr. KLINE: There was no stockholders' meeting March 17th.

Q. No, I said the first stockholders' meeting after March 2, 1892?

A. I think I have answered that question.

Q. Did you represent him in the first meeting after March 2, 1892?

A. I don't know whether Mr. Frank Rockefeller or myself did.

Q. You don't know which?

A. I could not say now.

Q. Was it evenly divided, or one one time, and one another? Is that what you mean?

A. Oh, no.
Q. Which usually represented him?
A. I think I did.
Q. How many shares of stock did you represent at that time—the first stockholders' meeting—of Rockefeller?
A. J. D. Rockefeller's?
Q. Yes.
A. All he owned.
Q. How much was that?
A. (Referring to book) 9244 or 9245, I am not sure which.
Q. What evidences have you of that? What have you just refreshed your memory from?
A. Stock-book.
Q. Will you please give us just what your record of the stock-book shows from March 2, 1892, up to date? As to the transfer of stock.

Mr. KLINE: That is the stock certificate book.

A. How do you want me to give this.
Q. If there is no objection to my looking at that, I will see if I can suggest.
A. I can make my previous answer positive—9244 shares.
Q. Will you please to commence with the date nearest to March 2, 1892, either from your stubs or from the stock, and show the history of the transfers and the redemption of all stock down to date; commencing with the number of the stub?
A. No. 301, 9244 shares.
Mr. KLINE: Say afterwards that you read from the stub, when you do read.
A. November 28, 1892, issued to J. D. Rockefeller, of New York, transfer No. ½ in place of certificates Nos. 287-293; 287,
225 1 share, in name of trustees of Standard Oil Trust. J. D. Rockefeller received the above described certificate November 29, 1892. Signed, J. D. Rockefeller, per L. D. Clark.
Q. What were you just reading from?
A. Stubs of the stock-book.
Q. Who is L. D. Clark?
A. I suppose he is some representative of Mr. J. D. Rockefeller, New York.
Q. Do you know him?
A. I know him; yes, sir.
Q. Was he here present at that meeting?
A. No, sir.

Mr. KINKEAD: Did he personally sign that?

Q. Is that his signature?
A. Whose?
Q. Clark's?
A. I suppose so.
Q. Are you familiar with his signature?
A. Yes.

Q. Was that record made of the date as appears there on that stub?

A. That is my remembrance.

Q. Have you the means of knowing? Have you had that in your possession all that time?

A. Practically.

Q. When has it been out of your possession?

A. It has been in the hands of our attorney to answer your interrogatories.

Q. With that exception, you have had it in Cleveland all that time?

A. Yes, sir.

Q. And was it just the same before the Interrogatories were answered as it is now—before it was delivered to the attorneys?

A. Yes.

Q. Take up the next stub.

A. (Reading from book) No. 302—This is for a fractional share—1000-9725 of a share. "November 28, 1892, issued to John D. Rockefeller, New York, transfer No. 1 part of certificate No. 293 in name of trustees of Standard Oil Trust. Received the above described certificate Nov. 29 '92. (Signed) J. D. Rockefeller, per L. D. Clark.

Q. I see to that stub you have just read, pasted a cancelled certificate; why is that?

A. It was surrendered and cancelled and scrip stock issued in its stead.

Q. Describe what scrip stock is.

A. Fractions of shares.

Mr. KINKEAD: How did it come to be issued in that way?

WITNESS: How did what come?

Q. How does the stock come to be issued in that form—in the scrip form?

A. We were advised by counsel that it was not proper to issue in this form of certificate for fractional shares.

Q. Calling your attention to the stub No. 301 that you have just referred to, where it says, Transfer No. ½ in place of certificate No. 287, No. 293, what was the form of those certificates—287 and 293?

A. They were regular certificates of stock of the Standard Oil Company of Ohio.

Q. Representing the whole number of shares above given—9244?

A. No, sir; they represented more.

Q. How much more?

A. Several thousand.

226 Mr. KLINE: Tell him those were——

WITNESS: 293 is the original trust certificate.

Q. How much does it represent, as near as you can give it?

A. About 34,995.

Q. In numbers, or dollars?

A. In numbers of shares.

Q. What did the 287 represent?

A. One share.
Q. Of what par value?
A. One hundred dollars.
Q. What was their market value at that time, as near as you know?

Mr. KLINE: What time?
Q. At the time of the transfer.

Mr. KLINE: What transfer? They were transferred to the trust in 1892 by those two certificates. I object to the inquiry.

Q. It means, what were they worth when they were transferred back into stock at that time—November 28, 1892?

Mr. KLINE: I object to that as being absolutely valueless for any purpose of inquiry—the value of the stock: no issues are made with reference to the values; none are tendered; the evidence can throw no light upon anything.
The COMMISSIONER: I do not see how that is material.
Mr. MONNETT: I except.

Q. Did that include and represent all of the values of the Standard Oil Company properties that Mr. Rockefeller had represented in the way of either trust certificates or stock certificates at that time?

Mr. KLINE: I object, on the ground that the witness cannot answer intelligently.
The COMMISSIONER: Do you claim that is pertinent to this proceeding, Mr. Attorney-General?
Mr. MONNETT: Yes, sir.
The COMMISSIONER: I will overrule the objection.

A. I have no means of knowing.
Q. Did he have any other trust certificate than that represented in what you have denominated No. 293—at that date?

Mr. KLINE: If it means a certificate embodying the stock of the Standard Oil Company of Ohio, I do not object. If it means asking this man whether Mr. Rockefeller had trust certificates, I object.
Objection overruled by the Commissioner.

A. Not to my knowledge.
Q. What was the number of his trust certificate, or what represented his trust certificate? Have you any way of identifying that of that date?

Objected to by Mr. Kline.
Objection overruled by the Commissioner.

A. I don't understand the question.
Q. (Question repeated).
A. I don't understand the question.
227 Q. What kind of a paper did Mr. Rockefeller hold, showing that he had any interest in the Standard Oil Trust at that date, or at the date of the decree of the Court?

Objected to by Mr. Kline.
Objection overruled by the Commissioner.

A. At the time of the decree of the Court I suppose he held trust certificates.
Q. How many?
A. I have no means of knowing.
Q. Did you ascertain subsequent to the decree, how many?
A. No, sir
Q. Did you ascertain subsequent to the decree whether he held any, and if so, how much—of what value, or how many shares of the trust certificates?

Objected to by Mr. Kline.

Mr. MONNETT: He can answer as much of it as he pleases.
The COMMISSIONER: Is it a matter of record?
Mr. MONNETT: If it is, we are not bound to rest on one answer: it may be cumulative.
The COMMISSIONER: Let it be answered.

A. I have no means of knowing how many trust certificates he owned.
Mr. KINKEAD: Didn't he own 244,000 at the time of the dissolution? 244 or 249?
WITNESS: I don't know.
Q. Have you any of the original cancelled trust certificates that were returned by him for redemption of constituent stock of this defendant company? and if so, produce them.
A. You mean this certificate 293?
Q. Did he ever return any trust certificate to you to have constituent stock issued back to you?
A. Return any trust certificates?
Q. Yes.
A. No, sir.
Q. How many trust certificates, if any, did he convert into stock through you as a director or an officer of the Standard Oil Company of Ohio?
A. (Referring to paper:) If I understand the question correctly, none.
Q. How many did he redeem through the Board of Directors or any other way?

Objected to by Mr. Kline.

A. Through the trustees of Standard Trust, 9243.
Q. How many did he hold?
Mr. ELLIOTT: That is the stock in your company?
WITNESS: That is the stock in our company.
Q. Did he present the original trust certificate that included these Ohio stocks, or stocks in the Ohio Company, to your Board?
A. Certificate No. 293 was surrendered at that time.
228 Mr. ELLIOTT: No; that is stock in your company. He is asking you about his trust certificates.
A. No, sir.

Q. Just give the manner of the proceedings in which the President of your company re-converted his trust stock into constituent stock, so far as your company is concerned.

A. I received this order: (Reading) "For value received, the trustees of Standard Oil Trust hereby sell, assign and transfer unto the persons named below the number of shares and fractions of shares of the capital stock of the Standard Oil Company of Ohio placed opposite their respective names, now standing on the books of said company in the name of the trustees of the Standard Oil Trust, to wit:

To John D. Rockefeller	9243 and 1000–9725	shares.
Wm. Rockefeller	467 and 8425–9725	shares.
H. M. Flagler	1259 and 6225–9725	shares.
Benjamin Brewster	359 and 8725–9725	shares.
John D. Archbold	287 and 8925–9725	shares.
H. H. Rogers	677 and 3175–9725	shares.
W. H. Tilford	53 and 9575–9725	shares.
Chas. W. Harkness	2306 and 9150–9725	shares.
O. B. Jennings	503 and 8325–9725	shares.
Esther J. Jennings	28 and 7700–9725	shares.
Walter Jennings	19 and 5975–9725	shares.
Helen G. Jennings	17 and 9675–9725	shares.
Oliver G. Jennings	17 and 9675–9725	shares.
Anna B. Jennings	17 and 9675–9725	shares.
Emma B. Auchincloss	17 and 9675–9725	shares.
Mary H. Pratt, C. M. Pratt and Frederick B. Pratt, Trustees of Estate of Charles Pratt	1799 and 4725–9725	shares.
Total	17080 and 3925–9725	shares.

and do hereby constitute and appoint F. B. Squire its true and lawful attorney to make and execute all the necessary acts of assignment and transfer upon the books of said company.

November 18, 1892.

(Signed) TRUSTEES OF STANDARD OIL TRUST,
By H. M. FLAGLER, *Attorney.*"

Q. Was that the date on which that was sent you, or about that date?

A. About that date, yes, sir.

Q. Within how many days of that date?

A. Oh, my recollection is that it was handed to me on that day or the next day; the next day, I think.

229 Q. Who handed it to you?

A. Mr. L. D. Clark.

Q. L. D. Clark brought that with him as attorney?

A. That is—well, I don't know as attorney.

Q. Were those the same stockholders that you speak of that you had powers of attorney from to vote at the stockholders' meetings?

A. Some of them.

Q. Where is the power of attorney that they gave you to vote at the stockholders' meeting?

A. I have them somewhere.

Q. Have you any more redemptions since that?

A. Yes, sir.

Q. Any more powers of attorney to redeem, beside the one you have just read? If so, you may give them.

A. I am not positive that I have them all here, but I think I have. (Reads)

"Know all men by these presents That the trustees of Standard Oil Trust for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto O. H. Payne, 719 shares and 7725/9725 shares of the capital stock of the Standard Oil Company of Ohio, standing in our name on the books of the Standard Oil Company of Ohio; and do hereby constitute and appoint F. B. Squire our true and lawful attorney, irrevocably for us and in our name and stead to use, to sell, assign and transfer and set over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that our said attorney or substitute or substitutes shall lawfully do by virtue thereof.

In witness whereof, we have hereunto set our hands and seals, the 19th day of Dec., 1892.

Sealed and delivered in the presence of

(Signed) TRUSTEES OF STANDARD OIL TRUST,
By WM. ROCKEFELLER,
Attorney in Fact."

Q. When did you receive that; at the time there dated?

A. About that time; I should say at that time.

(Witness reads paper.)

"For value received, the trustees of the Standard Oil Trust do hereby sell, assign and transfer to D. L. Kemper, 35000/972500 of one share of capital stock of the Standard Oil Company, a corporation of the State of Ohio, authorized scrip to be issued therefor by said Company convertible into shares of stock on presentation of scrip sufficient for that purpose.

New York, April —, 1896.

(Signed) LIQUIDATING TRUSTEES OF STANDARD OIL TRUST,
By WM. ROCKEFELLER,
Attorney in Fact."

230 (Witness reads paper.)

"Know all men by these presents: That the trustees to liquidate Standard Oil Trust, for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, as-

sign and transfer unto the persons named below, the number of shares and fractions of shares set opposite their respective names, as follows:

Charles Lockhart	431	shares and	852500–972500.
Chas. F. G. Heye	133	shares and	157500–972500.
Ambrose M. McGregor	70	shares and	952500–972500.
Edward T. Bedford	89	shares and	947500–972500.
Henry C. Folger, Jr	35	shares and	962500–972500.
Chas. M. Pratt	179	shares and	922500–972500.
V. Everit Macey	269	shares and	197500–972500.
Estate of Josiah Macey, Jr	143	shares and	932500–972500.
Wm. H. Macey, Jr	17	shares and	967500–972500.
Horace A. Hutchins	53	shares and	957500–972500.
Aggregating	1427	shares and	70000–972500.

shares of the capital stock of Standard Oil Company of Ohio, standing in their name on the books of said Company, they do hereby constitute and appoint —— —— their true and lawful attorney, irrevocably for them and in their name and stead but to their use, to sell, assign, transfer and make over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that —— —— said attorney or —— —— substitute or substitutes shall lawfully do by virtue hereof.

New York, Dec. 24th, 1897.

(Signed) TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. H. ROGERS, *Attorney in Fact.*

In presence of
JOHN BENSON, JR."

(Witness reads paper.)

"Know all men by these presents: That the trustees to liquidate Standard Oil Trust, for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto the persons named below, the number of shares and fractions of shares set opposite their respective names, as follows:

231	John S. Kennedy	107	shares and	942500-972500.
	James M. Constable	111	shares and	552500-972500.
Samon V. Harkness		432	shares and	160000-972500.
Wm. L. Harkness		215	shares and	912500-972500.
Daniel O'Day		63	shares and	332500-972500.
Aggregating		930	shares and	955000-972500.

shares of the capital stock of Standard Oil Company Ohio, standing in their names on the books of said Company, and they do hereby constitute and appoint —— —— their true and lawful attorney, irrevocably for them and in their name and stead, but to their use, to sell, assign, transfer and make over all or any part of the said stock, and for that purpose to make, execute all necessary acts of assignment and transfer thereof, to substitute one or more persons with like power, hereby ratifying and confirming all that —— —— said attorney, or —— —— substitute or substitutes shall lawfully do by virtue hereof.

New York, Dec. 28th, 1897.

(Signed) TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. H. ROGERS, *Attorney in Fact.*

In presence of
JOHN BENSON."

Q. Is that the original, or a copy?
A. That is the original.

Mr. KLINE: All of these are originals.
(Witness reads.)

"Know all men by these presents: That the trustees to liquidate Standard Oil Trust, for value received, have bargained, sold, assigned, transferred, and by these presents do bargain, sell, assign and transfer unto the persons named below, the number of shares and fractions of shares set opposite their respective names, as follows:

Wm. T. Wardwell	28	shares and	770000-972500.
James H. Alexander	25	shares and	187500-972500.
Chas. M. Chapin	35	shares and	682500-972500.
Salome M. Jones	39	shares and	292500-972500.
H. Melville Hanna	107	shares and	942500-972500.
Wesley H. Tilford	53	shares and	957500-972500.
Joseph Seep	35	shares and	962500-972500.
Hugh J. Jewett	43	shares and	182500-972500.
Aggregating	370	shares and	115000-972500.

shares of the capital stock of Standard Oil Company, Ohio, standing in their name on the books of said Company, and they do
232 hereby constitute and appoint —— —— their true and lawful attorney, irrevocably for them and in their name and stead, but to their use, to sell, assign, transfer and make over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, to substitute one or more persons with like power, hereby ratifying and confirm-

ing all that —— —— said attorney, or —— —— substitute or substitutes shall lawfully do by virtue hereof.

New York, Dec. 31st, 1897.

(Signed) TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. H. ROGERS, *Attorney in fact.*

In presence of
JOHN BENSON, JR."

Q. Where they were left blank, who was the attorney? That is, on the powers of attorney you were just reading: who could act?

A. I.

Q. On what authority?

A. Common custom.

Q. None of these that you have been reading seem to have any one in: is that the way you acted under these powers of attorney—by common custom? Have you any power of attorney besides those, to transfer these specific shares?

A. No, sir. That is the common custom in all corporations. It has been my common practice in all corporations that I have been identified with.

Q. It is not addressed to you anywhere.

A. These were sent to me. (Referring to papers just read).

(Witness reads paper.)

"Know all men by these presents: That the trustees to liquidate Standard Oil Trust, for value received, have bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto the persons named below, the number of shares and fractions of shares set opposite their respective names, as follows:

Oliver H. Payne ..... 719 and 772500-972500

aggregating, (of course the same) shares of the capital stock of The Standard Oil Company, Ohio, standing in their name on the books of said Company, and they do hereby constitute and appoint ..... their true and lawful attorney, irrevocably for them and in their name and stead, but to their use, to sell, assign, transfer, make over, all or any part of said stock, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, to substitute one or more persons with like full power, hereby
233 ratifying and confirming all that ..... said attorney, or ..... substitute or substitutes shall lawfully do by virtue hereof.

New York, January 3rd, 1898.

(Signed) TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. H. ROGERS,
Attorney in fact.

In presence of JOHN BENSON."

(Witness reads paper.)

"Know all men by these presents: That the trustees to liquidate Standard Oil Trust, for value received, have bargained, sold, assigned and transferred and by these presents do bargain, sell, assign and transfer unto the persons named below, number of shares and fractions of shares set opposite their respective names, as follows:

Louis S. Thompson	40 and 55000-972500
Wm. P. Thompson	46 and 625000-972500
Mary E. Thompson	50 and 235000-972500
Elizabeth T. Preston	35 and 822500-972500
Aggregating	172 and 765000-972500

shares of the capital stock of Standard Oil Company, Ohio, standing in their name on the books of said Company, and they do hereby constitute and appoint ..... their true and lawful attorney, irrevocably for them and in their name and stead, but to their use, to sell, assign, transfer and make over all or any part of said stock, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, to substitute one or more persons with like full power, hereby ratifying and confirming all that ..... said attorney, or ..... substitute or substitutes shall lawfully do by virtue hereof.

New York, January 21, 1898.

TRUSTEES TO LIQUIDATE
STANDARD OIL TRUST,
By H. H. ROGERS,
Attorney in fact.

In presence of JOHN BENSON."

Q. That is all that you have?
A. I think that covers it all.
Q. That corresponds to the number——

Mr. KINKEAD: That foots up 21.407.
WITNESS: I think that is all.
Mr. KLINE: We could easily check it off.

Q. What other evidences have you of this redemption than these powers of attorney; what books?

A. I don't know as I understand your question.

234 Q. What other book evidences have you of this re-conversion, other than the powers of attorney; that is the completion of this?

A. You mean, what certificates did we issue in lieu of those?

Mr. KLINE: What evidences have you of the fact that you have issued certificates for those orders?

WITNESS: Stock-book.

Q. Will you be kind enough to show the stock as it stood originally in the name of the trustees on your book, and the amount to cor

respond to these powers of attorney as you have reduced it? We want to know how it appeared upon your books when you turned it over; what there was.—Let me get it c-ear. I note in the powers of attorney that you have just read, authorizing you or..... (blank) to transfer unto certain persons named whom you have just read, the capital stock of the Standard Oil Company of Ohio that stands in the names of trustees to liquidate Standard Oil Trust. In what form is that certificate showing that the trustees to liquidate Standard Oil Trust have any interest in the Standard Oil Company of Ohio?

A. Liquidating trustees?

Q. Yes (Question repeated).

A. Certificate No. 293, dated December 23rd, 1882, for 34,993 shares, issued to Trustees of Standard Oil Trust, and certificate No. 300 for 2 shares, dated February 1st, 1887, issued to the Trustees of Standard Oil Trust, which have been surrendered and cancelled.

Q. Have you those surrendered?

A. Yes, sir.

Q. Will you please produce them, in connection with this answer?

A. If I can do it; I haven't them now, but will try to produce them at another sitting.

Q. Will you be kind enough now to further answer the question originally put: what there is upon your stock-book that shows the transfer at any time of any of your stock or interests into the hands of the liquidating trustees? You have given the trustees, but not the liquidating trustees.

A. Nothing.

Q. You have no record of any kind?

A. Nothing of any kind.

Q. What authority have you then, to take the power of attorney from the trustees to liquidate Standard Oil Trust?

A. Because I was advised by our counsel that it was proper.

Q. You have nothing on your books, nothing on your minutes, nothing on your records, to show that they have any interest whatever, have you?

A. Nothing whatever.

Mr. KINKEAD: I wanted him to explain why it was issued in one certificate in that way, and what were the steps.

WITNESS: I was not Secretary in 1882, when that was done.

Q. What minutes have you to show, of the corporation, concerning that transfer at that time?

Objected to by Mr. Kline.

Q. Will you explain, if that is your original stock-book and stub-book which you are testifying from, how the stock issued im-
235 mediately before that is dated 1896, and the one you have just testified to is dated 1882? These that you just turned back to are 1886—along here, aren't they?

A. Oh, no.

Q. What minutes have you, or records, as to the original trans-

action which you have called our attention to already on the stub-book?

Objected to by Mr. Kline, if it relates to transactions away back in 1882 and prior to 1892.

Discussion.

The COMMISSIONER: That which is sought to be gathered from this question in my judgment, is admitted by the answer to the amended petition filed in the original proceeding.

Mr. MONNETT: I expect to prove by the answer of the witness, that the records show that individual parties that transferred their constituent stock into trust certificates, to assist the court in determining whether they in good faith reconverted it into constituent stock after the order of the court. I except to the ruling.

Q. Please give the names of the stockholders that converted their original stock into trust certificates, from your records.

Objected to Mr. Kline, as they are all set out by the answer.
Objection sustained by the Commissioner.
Exception by the Attorney-General.

Q. Did your original answer to the Supreme Court contain all the names of the parties who converted their constituent stock of this company into trust certificates?

Mr. KLINE: I object, as irrelevant. Mr. Squire can answer as he sees fit; I am not advising him not to answer.

The COMMISSIONER: He may answer the question.

A. I have never looked at the records to see.

Q. Will you please produce the records, and see if it does contain all the names that appear in the original answer in this case?

Objected to by Mr. Kline.

Mr. MONNETT: I am asking for the record of this company.

The COMMISSIONER: He may state if he can—if he knows.

Mr. KLINE: I object, as irrelevant and incompetent; we will not attempt to produce the records in 1882 upon this subject.

Mr. MONNETT: I did not ask prior to 1882.

Mr. KLINE: That is the time the trust agreements were made.

Discussion

The COMMISSIONER: I cannot see the pertinency of that question.
Exception by the Attorney-General.

Q. Have you got any record, or transcript of the record of the appointing of the liquidating trustees of the Standard Oil Trust?

A. I have not.

236 Q. Do you know who they are?

A. I knew at the time, but I don't recall them at present.

Q. Were you present at the meeting when they were appointed?

A. I was not.

Q. Do you know how the stockholders that you have just named

in these powers of attorney received their trust certificates, either the equitable or the legal, and from whom?

Objected to by Mr. Kline.

The COMMISSIONER: How they received their trust certificates?

Mr. MONNETT: That they have re-converted. Where all these men that you have just transferred their stock into their name, received their stock—from whom; these powers of attorney that you have just mentioned. Take up Mr. A. M. McGregor: You have stated that on December 24th, 1897, you transferred to him 70 shares of constituent stock; where did he get that?

Mr. KLINE: I object. He has not said constituent stock. He transferred 70 shares of the Standard Oil stock of Ohio.

Q. (Question repeated.)

A. Do you want to know from whom he received the certificate of our company which was represented by those 70 shares?

Q. Yes.

A. Received it from me.

Q. I guess you misunderstand me. The trustees of the liquidating trust presented to you something that you issued to him—these shares of stock, didn't they; they presented to you something, didn't they?

A. They surrendered this original certificate, and these transfers have been made from that original cancelled certificate, which was never returned.

Q. You don't have any record of that—of the return, and it never has been returned?

A. It never has been.

Q. Where is that?

A. It has been in my custody.

Mr. ELLIOTT: When you say it has never been returned, who do you mean?

WITNESS: Never has been returned to the trustees of the Standard — Trust.

Mr. ELLIOTT: We inferred that you meant it had never been returned to you.

Q. That is what I wanted to get at: Was the original certificate No. 293 ever returned to you, that you have been referring to on the stub; and No. 300?

A. I have already said that it was returned to me and cancelled.

Q. That is what you hold and say you will try to produce?

A. Yes.

Q. And that is what you mean when you say that all the stock has been returned to this company When that one certificate was returned, and then the subsequent two shares?

A. Two shares.

Q. In that sense only, it was all returned to you?

A. I don't know the meaning of your question.

237 Q. I say, in that sense it was all returned to you by the trustees?

A. The two certificates were returned and cancelled.

Q. Nothing issued in lieu of them?

A. Only to the extent of these transfers.
Q. In the dates just given?
A. In the dates as given on those orders already read and made part of this evidence.
Q. So you are still giving out in the dates named, the original stock to such men as McGregor and Heye and Lockhart?
A. We are reissuing stock to all that present evidence of ownership, per the orders shown above.
Q. Then all the stock in fact was not returned to you November 28th, 1892, and the two shares subsequently mentioned? They are still returning it.
A. I have said repeatedly that the 34,995 shares of stock which stood in the name of the trustees of the Standard Trust was surrendered November 28th, 1892, and cancelled.

Mr. KINKEAD: By usual certificate?
WITNESS: Those two certificates.
Mr. KINKEAD: That represented the stock?
WITNESS: Those two certificates.
Mr. KINKEAD: That represented the stock: Where did the trustees to the liquidating Standard Oil Trust get any title to have them?
Mr. KLINE: He said they didn't have any title.
WITNESS: You have asked that once before. We have no evidence of ownership on the stock-book to the liquidating trustees.

Q. Where did they get anything to present to you, that you issued stock back to Lockhart and McGregor?
A. I have already answered that. I told you under advice of counsel we were informed that that form of order was correct.
Q. Notwithstanding that you had actually received back from the trustees all the stock, you are still issuing stock to some other trustees?
A. No, sir.
Q. I mean, to some other stockholders.
A. As fast as called for.
Q. Where do they get any title, if it was all turned back to you in that original certificate?

Objected to by Mr. Kline.

Q. That is, the trustees of liquidating Standard Oil Trust; where do they get any title?
A. I think I have already answered that, stating that we were advised by our counsel that that was a correct form for us to follow in re-issuing our stock to individual stockholders.
Q. Did your company ever take any action recognizing the Standard trustees to liquidate Standard Oil Trust? Have you ever received any authority from the corporation, board, meeting, or stockholders, to recognize them as the owners of your stock?
A. There are no records.
Q. Have you ever received any instructions at any meeting by your Board?
A. I have said there were no records.

238 Q. Outside of the records, have you received any?

A. I have been advised by counsel, our attorney, that that was correct.

Q. But never by any corporate action, have you, that is not of record?

A. No corporate record.

Q. Any action that is not of record, by the trustees or the directors of your company?

A. You have a full copy of all our meetings incorporated above.

Q. And you have never taken any corporate action except as appears in those minutes: do you say that?

A. Yes, sir.

Q. And the only thing you rely upon is the advice of counsel?

A. Certainly.

Q. And not by the action of the corporation?

A. I didn't say that.

Q. Well, is it a fact, or isn't it?

A. If the corporation had advised me, I should have carried out their wishes.

Q. Did they?

A. No sir.

Q. At the time you paid the $3,220,000.00, to whom did you pay that?

A. Trustees of the Standard Oil Trust.

Q. Or to the liquidating trustees?

A. To the trustees of the Standard Oil Trust.

Q. Did you ever pay anything to the liquidating trustees?

A. Not a dollar.

Q. Have you paid anything to any of the stockholders since that $3,220,000.00?

A. Nothing.

Q. Have you accumulated any fund that has not been distributed, during that time?

A. Up to date?

Q. Yes.

A. Yes sir.

Q. How much?

A. We have something like 700,000 in government bonds.

Q. When was that accumulated?

A. Since 1896; practically since 1896.

Q. From 1892 to 1896, did you accumulate anything?

A. No, sir; practically nothing.

Q. What books have you that show you accumulated 700,000 since 1896?

A. Our regular books.

Q. What books will show it?

Mr. KLINE: No particular books.

Mr. MONNETT: Let the record show that Mr. Kline suggested to the witness—No particular books.

A. No particular books.

Q. You produce the records then, that show that.

Mr. KLINE: No sir; we will not.

Q. What is your answer?

Mr. KLINE: I object to the question.

239 The COMMISSIONER: The witness, upon direct examination has stated that there was an accumulation, as I understand it, since 1896, of $700,000. He is your witness; and do you desire to cross-examine him?

Mr. MONNETT: No, sir. We expect him to show that, step by step, just when it was accumulated.

The COMMISSIONER: As I understand the judgment of the court is in substance as follows: That in its judgment, if this Standard Oil Company through its Directors or otherwise, should recognize the transfer of the share that had been made on its stock-book to the Trustees provided for in this trust agreement, or should hereafter make such transfers or should pay dividends to them instead of the real owners of the shares, or should permit such trustees to vote on shares so held by them in the relation of its Directors, then the court would consider it as a violation of the judgment of this court. The question as I now understand it is, when and how the Standard Oil Company accumulated this sum, approximating $700,000. I cannot at this time see how that is pertinent to the question at issue, or raised by the pleadings in this case.

Exception by the Attorney General.

Q. You may state whether that was all accumulated in one year or one month; and if so, what month, or what year.

A. It is my impression that that was the accumulation up to this spring—sometime in the spring.

Q. How much was the accumulation of 1898?

Objected to by Mr. Kline.

The COMMISSIONER: The same ruling.

Exception by the Attorney General.

Q. How much was the accumulation of 1897?

Mr. KLINE: The same objection.

The COMMISSIONER: The same ruling.

Exception by the Attorney General.

Q. How much was the accumulation of 1896?

The same objection, the same ruling, and exception by the Attorney General.

Q. How much was the accumulation of 1895? If any.

Mr. ELLIOTT: He has already stated that there was none.

Mr. MONNETT: He just guessed at it; he didn't know for sure, if I understood him.

Objection sustained by the Commissioner.

Exception by the Attorney General.

Q. What corporate action did you take to invest it in government bonds; give the minutes of each of the meetings.

A. I have read you the minutes of all the meetings.

The COMMISSIONER: That is not all the question refers to: It is, what action was taken in regard to investing in government
240 bonds. The first part of the question you have not answered.

A. You say corporate act: You mean Directors, or officers?

Q. Anything that gave you authority to invest it, if you did invest it, or whoever did invest it?

A. It was done by general consultation and advice of counsel.

Q. Consultation with whom?

A. The officers of the Company.

Q. What officers?

A. I think all.

Q. Here in Cleveland?

A. Yes sir, and afterwards —— (Interrupted).

Q. You have given once or twice all the officers, and then changed it, not including the President. Was the President in your council?

A. I think he was, and still I don't want to be positive. He was conferred with.

Q. About when was that were you instructed to do that?

A. In the spring.

Q. Of 1898?

A. 1898.

Q. What month in the spring?

A. If I had known you were going to ask this question I would have been prepared. I think March.

Q. What could you have prepared on? Have you records of it?

A. I could look it up.

Q. What have you to look it up in?

A. Books.

Q. Of the company?

A. Certainly.

Q. Then you have some record of this?

A. In the accounting books.

Q. Now, I renew the question: How long were you and how much per year were you accumulating that 700 that was left uninvested till you was ordered by the counsel to invest it in March, 1898?

Objected to by Mr. Kline.

Objection sustained by The Commissioner.

Q. Why was the accumulation left undisturbed for the two years until counsel advised you in the spring, in March, 1898, after this contempt proceedings was ordered, to invest it in government bonds?

Objected to by Mr. Kline.

The COMMISSIONER: He may answer.

A. We had several conferences with our counsel in relation to the distribution of these funds, and it was seriously considered whether we ought not to distribute it to the stockholders of record, placing the balance in some trust company in New York, making the same

publicly known; but the question was not fully decided. In the meantime, counsel advised this investment so that the funds would be earning money until it was decided.

Q. That was Mr. Kline advised that?

A. Yes sir.

Q. How long were you meditating over this project that you say you entered into in March, 1898? How many meetings did it take to come to that conclusion?

A. We had many conferences.

241 Q. What do you mean by "we"? You and Mr. Kline?

A. The officers and Mr. Kline.

Q. The three Directors of this State? Any others than the three Directors?

A. We conferred with the others—with the President.

Q. All those whole two years?

A. It was a subject which was constantly before us from the time we commenced to accumulate.

Q. The subject got more and more prominent in the minds—in the advice of the attorney—as the redemptions of these trust certificates came in, didn't they? Became more and more intense?

Objected to by Mr. Kline.

Objection sustained by The Commissioner.

Q. Wasn't the subject pressed more and more as these certificates were redeemed that you have given me—these powers of attorney to hold the money?

Objected to by Mr. Kline.

A. They had nothing whatever to do with our deliberations.

Q. What was the amount on hand when you made this first deliberation of this kind as to what to do with it?

Objected to by Mr. Kline.

Objection overruled by the Commissioner.

A. I don't recall.

Q. When was your first meeting on this subject?

A. This subject has been before us more than one year: it has been the all perplexing question.

Q. Why perplexing: what do you mean by that?

A. To know what was proper to do.

Q. You already distributed $3,200,000.00, didn't you?

Objected to by Mr. Kline.

Objection overruled by the Commissioner.

A. Under advice from the counsel that there was no objection on the part of the Court.

Q. That was Mr. Kline?

A. Yes sir.

Q. The same counsel who advised you to invest it in government bonds, was it?

A. I have already answered that.

Q. Did he state that the Court had advised that too?

Objected to by Mr. Kline.
(Not answered.)

Q. I now renew my inquiry, and ask you when these accumulations were made, if you cannot give the time that you commenced to consider it, and give them by the months, and how you invested that during the interval.

Objected to by Mr. Kline.
Objection sustained by the Commissioner.

Q. Where did you deposit this surplus?

Objected to by Mr. Kline.
Objection overruled by the Commissioner.

242 Mr. ELLIOTT: You mean prior to investing it?

The COMMISSIONER: Certainly; certainly. Where did you deposit the accumulations? (To the witness.)

WITNESS: We do our banking with the Euclid Avenue National Bank, and the National City Bank, of New York City.

Q. Euclid, of this city?

A. Euclid Avenue, of Cleveland.

Q. The National City Bank of New York City?

A. Yes sir.

Q. Do you do any business with the Seaboard National Bank?

A. No sir.

Q. Which one of these banks did you have the deposit made in?

A. It was partly in the Euclid Avenue National Bank, and in our accounts receivable until converted into bonds. We did not open an account with the National City Bank in New York, until July 1898. (The witness corrects his answer as indicated.—A. T. Brinsmade, S. M. Com'r.)

Q. Divided at the same time, or first in one and then in the other—do you mean?

A. We make our deposits in those banks currently, day by day.

Q. What portion did you have in the Euclid Avenue, and what portion in the National City?

A. We don't work under any proportion.

Q. What rule determines how much you put into one?

Objected to by Mr. Kline.

A. We have no rule.

Q. Do you divide up your account daily in depositing in these two banks: do you mean that?

A. We don't make any particular divide.

Q. Why do you go to New York to deposit at all?

Objected to by Mr. Kline.
Objection sustained by the Commissioner.

Q. Did you receive any interest or any profit on this money, directly or indirectly, during this accumulation?

A. We received a small interest.

Q. From which Bank?

A. National City Bank, of New York.

Q. On this same 700?
A. Whatever we have on deposit.
Q. Any surplus on hand since the investment in government bonds?

Objected to by defendant's counsel.
Objection sustained.
Exception by the Attorney General.

Q. What did you do with the accumulations, or this interest on deposits? How was that distributed?
A. Deposited it in the bank.
Q. What bank?
A. I don't think there was any particular choice.
Q. Do you know what bank?
A. I could not say.
Q. You have records that show that?
A. I presume so.
Q. What are those records called—ledger, cash book, day book?
A. The Treasurer usually has charge of such matters.
243 Q. Don't you have anything *thing* to do with it?
A. No sir.
Q. As Director?
A. Only as Director.
Q. Did you take any corporate action as a Board, upon that?
A. No sir.
Q. Or upon the distribution of the interest?
A. It was deposited, not distributed.
Q. How many dividends did you deposit, of that kind, with the Bank—I mean interest on deposits. How many payments of interest did you deposit?
A. We have deposited all that we have received.
Q. How many installments?
A. I could not tell you how many.
Q. Have you any books that show that?
A. Books of reference will show that: our accounting books will show that.
Q. Do the officers and stockholders of the defendant Company own a majority of the stock of the National City Bank?

Objected to by counsel for defendant.
Objection overruled.

A. I don't know that they own a dollar.
Q. I will ask you to furnish to the Referee the books showing your transactions since this decree, that account for your losses and the shrinkage of your business after the decree, up to the present date, and your accumulations, such as you have been narrating: give us the original evidence for this statement. And I now ask the Commissioner, under the order of the court, to make that examination, and permit us to assist him.

Objected to by Mr. Kline.

Mr. MONNETT: We had the promise of them in New York; we have had the promise of them in open court.

Mr. KLINE: That is not true: we produced more than we ever were asked to produce, in New York or anywhere else, until this morning.

The COMMISSIONER: Objection to this question having been made by the attorneys for the defendant Company, and counsel for the State having suggested to the Commissioner that should there be an adverse ruling to the State upon the question, that he desires by telephone to take the advice of the Supreme Court, the Commissioner states that the order made by the Supreme Court of the State of Ohio is that he shall take such testimony as the relator or the defendant may desire, pertinent to the point at issue in this proceeding and raised by the pleadings filed herein, and proper authority having been given for the production of such books and such other written evidence as may be competent: The Commissioner is familiar with the decision of the Supreme Court in this case, and he has read carefully several times the information filed by the Attorney General on or about the 9th day of November, 1897, and he cannot ascertain from the original pleadings in the case or from the Information of the Attorney General in Contempt
244 proceeding, or from the order of the Court herein, that the question propounded by the Attorney General for the production of certain books for the purposes indicated in said question, is pertinent to the point at issue, nor that the evidence which might be elicited from such books upon such question thus propounded would be competent in this proceeding.

Exception by the Attorney General, who stated: We expect to show, from the evidence of the books, that the depletion and the shifting of assets to the other constituent Companies of the trust, and the salaries paid officers to exhaust the resources, was a mere makeshift, and not in good faith; and that it is the best evidence of the matters in inquiry, and we are driven to take the mere verbal statement of the witness, which is not the best evidence, and because it is contrary, as we believe, to the instructions given to the Attorney General and to the Master Commissioner.

Q. You may now state Mr. Squire, how long that salary of thirty thousand a year which you speak of in the forepart of your answers, was paid to the President.

A. From that time to this.

Q. Have you any contract with him as to the services he is to perform for that?

A. No contract with any of the officers.

Q. What were the salaries of the other officers paid since March 2nd, 1892?

Objected to by counsel for defendant.

A. They vary.

Q. Is there a record of the salaries of the President and of the other officers? The amount paid?

A. Certainly, in the accounts.

Q. Will you produce that record?

Objected to by counsel for defendant.

WITNESS: Is it pertinent for me to state what the salaries are from memory, as far as I can?

Mr. MONNETT: First, I would rather have you produce the record.

Mr. KLINE: Does the Master hold that he must produce the record showing the employment, and the salaries?

The COMMISSIONER: If there is any record evidence entered there, I don't know—perhaps the general rule is, the record evidence is the best evidence. If it is a memorandum, that is another thing.

Mr. KLINE: If it is the salaries that are paid, the amount of it is wholly irrespective of any books, if he is able to tell it.

Q. I now ask you to produce the record, as that is the best evidence; and will you do it?

Mr. KLINE: We decline to produce the books.

Mr. MONNETT: Mr. Kline states that they decline, before the Referee has ruled.

The COMMISSIONER: I think if the question is proper at all as to the amount of salary, I think the witness ought to show in some manner—it might be to the Attorney General and myself, without bringing down these books, unless you have them here. I
245 do not see that it is very objectionable to show what the salaries may be to this man or to that man. I think for the purpose of this question alone, a book or memorandum might be shown perhaps. They insist upon it that the record evidence is the best evidence in this particular transaction. I don't see any particular objection to the witness——

Mr. KLINE: We will give the information called for, but we decline to produce the books.

Mr. MONNETT: We ask that the attorney be returned to the court for contempt in disobeying the order of this Referee; and that it be shown of record. We ask that Mr. Kline be certified to the Supreme Court for advising the witness not to answer a question required by Your Honor, which was perfectly reasonable and within the rule and powers of this court.

(Discussion.)

The COMMISSIONER: If you will just submit your request in regard to what you wish, that I shall do with Brother Kline——

Mr. MONNETT: I ask the Referee to certify to the Supreme Court Mr. Kline's statement to the witness before the Referee ruled, that he should not answer, and after the Referee ordered him to answer that he told him not to, in disobedience of the orders of the Master, to the foregoing question.

Adjourned to November 15th, 1898, 9 o'clock A. M.

(Examination of Mr. F. B. Squires, Continued.)

CLEVELAND, O., *November* 15—9 o'clock a. m.

Mr. MONNETT: We ask the Referee to order the witness to produce the record showing the salaries for the officers during this period.

The COMMISSIONER: I said last night that I didn't see anything objectionable in producing the record showing the salaries paid.

Q. Will you be kind enough, Mr. Squire, to furnish that record to the Court?

A. You mean, state what the amount is?

Q. Give the page of the record—the name of the record, and just——

A. Sir?

Q. Give the page of the record—the name of the record, and just what the record shows on the salary question.

A. I cannot give you that information: I can give you the amount of salary that was paid to each officer.

Q. What reason do you give for not exhibiting to the Master the best evidence? Any other reason?

Mr. KLINE: I object. I advise the witness to decline to produce the books, but to give the information called for if he is able to do so.

Mr. ELLIOTT: You can state whether you will produce the books.

A. Under advice of counsel, I must decline to furnish the books, but will give the information.

246 Mr. MONNETT: We ask the Referee to order him to produce the books.

The COMMISSIONER: I will say that Mr. Squire might produce the books—he should, in my judgment, produce the books.

Mr. KLINE: My advice to the witness is, to decline to comply with the request, but to state that he will give the information called for in the question.

WITNESS: Under advice of counsel, I decline to furnish the books.

(By Mr. MONNETT:)

Q. What counsel?

A. Mr. Kline; but I am willing to give the information called for in the question.

Mr. MONNETT: Mr. Master, we ask you to enforce your order.

The COMMISSIONER: I don't know how I can enforce the order: I cannot produce the books myself. I have simply requested the witness to produce the books showing the salaries paid to the several officers of the Standard Oil Company.

Mr. MONNETT: And do you understand that you have no power in your commission to compel the witness to produce them; is that what I understand, Mr. Referee?

The COMMISSIONER: How can I compel him?

Mr. MONNETT: There is a constable and a jail in Cuyahoga County. All I want to know is just what your powers are, either to certify him over or else exercise your power.

The COMMISSIONER: Let the record show that the Master Commissioner requested the witness to produce the books showing the salaries paid to the several officers of the defendant Company——

Mr. MONNETT: You refuse to exercise the power of commitment?

The COMMISSIONER: I do not know that I am on the witness-stand.

Mr. MONNETT: I just want to know if that is your position; we are entitled to know that, aren't we?

The COMMISSIONER: The witness has stated that he would give the facts—show the salaries paid.

Mr. MONNETT: I am asking on your ruling as to the books. You ordered him to produce the books.

The COMMISSIONER: Let it state further, and more specifically, if you desire—The witness having stated that he was willing to give oral testimony as to the amount of salaries paid to the officers of the Standard Oil Company, but declines, under the advice of counsel to produce the books, I decline to commit the witness for contempt, but will certify to the Court the facts in the case, which are substantially as given by me heretofore.

Exception by the Attorney General.

Q. Mr. Squire, you stated on March 17th, 1892, that following what you called informal meetings of certain officers——

A. Conferences.

247 Q. Conferences of certain officers or Directors of the Company with your attorney, that there was a resolution passed that a dividend of 92 per cent. be paid in cash. Will you be kind enough to state whether you have any books showing out of what account that dividend was paid.

A. I have no knowledge.

Q. Do you mean you have no books?

A. No, I didn't say that.

Q. Have you books covering your financial transactions of that period when the dividend was paid?

A. I could not say.

Q. Why cannot you say? Haven't you had charge of them?

A. No sir.

Q. Who had charge of them?

A. I could not say.

Q. Who has had charge of the office of the Standard Oil Company since March 2nd, 1892?

A. The officers.

Q. Haven't you, as an officer—as Secretary—had charge of the books?

A. No sir.

Q. Haven't you had charge of the office?

A. No sir, only as one director might have when Secretary of the Company.

Q. And as a power of attorney of 97 per cent. of the stockholders, haven't you?

Mr. ELLIOTT: He has not said that.

A. No sir.

Q. Where are these books kept?

A. Which books?

Q. The ones above referred to.

A. All books have been kept in Cleveland.
Q. In your office?
A. In this office.
Q. Of which you are the Director and Secretary.
A. I am a Director, and Secretary of the Company.
Q. Will you produce that book showing your financial transactions in reference to the declaring of the dividend of 92 per cent. and out of what fund it was paid.

Mr. ELLIOTT: He said that he didn't know anything about this book.
(Objected to by Attorney General.)
The COMMISSIONER: Unless an objection is made to the question, I think it is hardly proper for counsel to interrupt.
Mr. KLINE: Note an objection to the question.
Mr. ELLIOTT: I advise you not to produce that book, (Speaking to the witness), if you know of any such.

A. Under advice of counsel, Mr. Elliott——

The COMMISSIONER: Just a moment; objection has been made. I think the question might be perhaps proper. The Attorney General claims that he purposes following this up by further testimony in this connection, to show the connection with the case at issue.

WITNESS: I have already stated that I had no knowledge, and under advice of counsel must decline to make an effort to secure any such books.
248 Mr. MONNETT: We ask the Referee to order him to produce the books covering that period.
The COMMISSIONER: You will produce the books, Mr. Squire, for this period.
WITNESS: Under advice of counsel, I must decline.
Mr. MONNETT: I ask the Court to make an order for contempt.
The COMMISSIONER: The Special Master Commissioner will certify to the Court that he requested the witness to produce the books, and, under advice of counsel, he declined. All other questions in that connection will be relegated to the Supreme Court of Ohio.
Mr. MONNETT: We ask the Master to order the witness committed until the question is answered and the books produced.
The COMMISSIONER: The Master declines to make such an order.

Q. You speak of having distributed $3,220,000.00 to the trustees of Standard Oil Trust under advice of counsel, sometime subsequent to March 2nd, 1892. Was that advice in writing?
A. No sir.
Q. Can you give what that advice was?
A. Only as stated in my testimony yesterday.
Q. Give, as nearly as you can, the language of counsel, and who it was gave you such advice.
A. That he had been to Columbus and conferred with the Court.
Mr. KINKEAD: The Supreme Court, you mean?
WITNESS: Yes sir—and there was no objection to our paying this

money in this way, and the Court would not interfere so long as we showed a disposition to expedite the orders of the court.

Q. Any other advice that he gave you?

A. That is the substance.

Q. Any other attorney besides Mr. Kline advise that?

A. I think not.

Q. Who was present when he gave that advice?

A. The officers.

Q. What officers?

A. Vice-President, Treasurer and myself.

Q. Did you, in a meeting at the same time, on the same date, within two days at least of that date, increase the capital stock of the Buckeye Pipe Line Company, from six million to ten million, under advice of the same counsel?

Objected to by counsel for defendant.

Objection sustained by the Commissioner.

Mr. MONNETT: I expect him to show by the answer that these same directors, as officers and stockholders of the Buckeye Pipe Line Company increased the capital stock from six million to ten million, for the purpose of taking part of the assets of this Company, to evade the order of this Court.

The COMMISSIONER: With that view, I will reverse my ruling, and overrule the objection.

249 Mr. KLINE: Let him answer the question: You have got his statement down of what he expects to prove.

Q. (Former question repeated.)

A. I did not.

Q. Weren't you Director of the Buckeye Pipe Line Company at that time?

A. I could not say.

Q. Weren't you in such a meeting?

A. I was not.

Q. Didn't you vote, as a Director of the Buckeye Pipe Line Company, for the increase of the capital stock, about March 19th, 1892, in Cleveland, Ohio?

A. I don't remember it.

Q. From six to ten million?

A. I don't remember it.

Q. Weren't you Director of the Buckeye Pipe Line Company at that time?

A. I could not say from memory.

Q. Let me refresh your memory: Mr. Rockefeller says that F. B. Squire, of Cleveland, was a Director of the Buckeye Pipe Line Company from May 24th, 1887, to May 26th, 1896: was that true, or wasn't it?

A. I presume it is true.

Q. Don't you know whether you were a Director or not of the Buckeye Pipe Line Company?

A. I have been a Director of the Buckeye Pipe Line Company.

Q. During that period I have named?

A. If Mr. Rockefeller testified to it, I assume it is correct.
Q. That is the only way you would know, is it?
A. That is the only way at present.
Q. What?
A. I would accept of that at present.
Q. Didn't you ever attend the meetings of the Buckeye Pipe Line Company?
A. I may have attended some meetings.
Q. Where?
A. Here.
Q. At that time?
A. I don't remember at that time any meetings.
Q. You don't remember of voting to increase the capital stock?
A. I don't.
Q. Who were the other Directors at that time?
A. I could not answer.
Q. Wasn't John D. Rockefeller one of them?
A. I don't know.
Q. L. H. Severance one of them?
A. I don't know.
Q. Did you ever increase the capital stock of the Buckeye Pipe Line Company?
A. I don't recall that I was ever present at any meeting for that purpose.
Q. The subject has never been up in any meeting you were in?
A. Not that I remember.
Q. Were you a stockholder in the Union Tank Line Company?
A. No sir.
Q. At no time?
A. No sir.
Q. Do your books show anything about turning over any property to the Union Tank Line Company about this date?
A. You have all the records which were read yesterday.
250 Q. Have you no account of turning over upwards of 3 million dollars of your rolling-stock to the Union Tank Line Company about this same date?
A. About March 2nd, 1892?
Q. Yes, or prior thereto.
A. A sale was made prior thereto.
Q. When was the delivery made?
A. At the time of sale.
Q. What books have you showing that?
A. My impression is, that it was a resolution of the Board of Directors authorizing the officers of the Company to make such sale and transfer.
Q. Is that the only record which you have in your bookkeeping showing just what property was transferred?
A. I have no knowledge of our bookkeeping.
Q. Who has charge of your bookkeeping?
A. I could not say.
Q. Who hires the bookkeeper?
A. I could not answer that.

Q. Who have been your bookkeepers in this office?
A. Various persons, numerous persons.
A. Quote one that had charge of your accounts?
A. I could not do that.
Q. Who hired them?
A. I could not say that.
Q. Didn't you hire all the bookkeepers in this office?
A. No sir.
Q. How many bookkeepers have you had?
A. I could not tell that.
Q. And you have no control over the books, you say?
A. Only as Director.
Q. Don't you, as Secretary, have particular control over them?
A. No sir.
Q. Who makes up your reports?
A. What reports do you refer to?
Q. That you declared your 92 per cent. dividend upon?
A. I suppose the Treasurer's report.
Q. Don't you have anything to do with that?
A. No sir.
Q. Don't you hire the men that do?
A. No sir.
Q. What books have you that show the amount that you charged off that you spoke of in your yesterday's testimony, commencing along in the spring of 1893—whatever date the charging off began?
A. My minute book shows it.
Q. What cash-book, or ledger, or day-book, shows the class of property?
A. I have no knowledge of that.
Q. Will you produce the books of that period, showing what class of property was charged off?

Mr. KLINE: That was all passed upon yesterday. That same question was asked, and the question was objected to.
Mr. ELLIOTT: Considering the answer to the previous question, we think this question is objectionable.
The COMMISSIONER: It may be answered.
Mr. ELLIOTT: I advise you, Mr. Squire, not to produce the book.
251 The COMMISSIONER: Does the question ask you to produce the books?

Q. What is your answer?
A. Under advice of counsel, I must decline to make an effort to produce them.

Mr. MONNETT: I ask Your Honor to make a ruling as to ordering him to produce them, to save the record.
Mr. KINKEAD: The Commissioner has declined heretofore to make any order for a commitment. The Commissioner has already stated he has exercised the powers under this order, of passing upon the competency or incompetency of the testimony: if he thinks that he has been empowered with that much authority by the Supreme Court

under this order, he certainly has the power to enforce answers, just the same as a Notary Public or any Commissioner has, who is taking testimony. Whenever we have an order to him here for the production of books, we insist that we have a right for a further order of a commitment to jail, as in regular process to enforce answers or the production of books.

Mr. MONNETT: I request Your Honor now to order him to answer it.

The COMMISSIONER: The Commissioner declines to make an order committing this witness to jail for contempt in the matter of declining to answer the question.

Exception by the Attorney General.

The COMMISSIONER: He having been thus advised by counsel for the defendant Company, if there is any commitment to be made, let it be made by the Supreme Court. The Master Commissioner in this case does not deem that he has the power to commit a witness who declines to answer a question which his counsel do not deem pertinent to the issue.

Q. You referred in your testimony, to having charged off on or about February 7th, 1895, $230,019.96. I renew the same question, and ask you to produce the books—day-book, ledger or journal, or other account—showing the details of that account, other than the minutes of the Directors.

A. The only book I have any knowledge of is the minute book, from which I gave you the information yesterday; and that, I have before me.

Q. What did you say it was charged to?

A. The resolution reads that $230,019.96, which was charged off December 31st, 1894, for the depreciation of the construction of plant investment, is hereby approved.

Q. Will you produce the ledger, cash-book, or journal that keeps a depreciation account and credit an account known as the plant account?

Mr. ELLIOTT: I object, for the reason that he has not stated that he knew of any such book—assuming that there is such a book. The witness has already stated that he didn't know of any other book where this appears, than the minute book before him.

252 Q. (Question repeated, with the following added:) Referred to in this resolution.

Objected to by counsel for defendant.

The COMMISSIONER: I see no objection.

Mr. ELLIOTT: I advise the witness, if he knows of any such book—but he said he didn't—that he decline to produce it.

A. Under advice of counsel, I must decline to make an effort to secure such books.

Mr. MONNETT: We ask the Master Commissioner to order him to do so.

The COMMISSIONER: The Referee makes the same ruling he has heretofore in this question.

Q. In your testimony yesterday, you read a resolution on or about May 13th, 1893, charging off $1,200,000 charged to depreciation: Will you furnish to the Master the day-book, ledger, journal, or other books, other than the minute book you read from, showing that transaction upon the general books of the Company?

Mr. ELLIOTT: I advise the witness to make no effort to produce such book.

A. Under advice of counsel, I must decline to make the effort.

Mr. MONNETT: We ask the Special Master Commissioner to order him to produce the book.

The COMMISSIONER: They may be produced, Mr. Squire.

WITNESS: Under advice of counsel, I must decline.

Mr. MONNETT: We make the other request, Mr. Master Commissioner—that he be committed until he produces these books for the inspection of the Special Master under the orders of the Court.

The COMMISSIONER: I make the same ruling as before.

Q. You stated in your yesterday's testimony, if I understood you correctly, that your transactions were immediately communicated to the President and they were ratified by him. Is that correct in reference to these corporate matters you testified to?

Mr. ELLIOTT: What corporate matters do you refer to?

Q. That he has testified to.

A. He has been conferred with currently.

Q. You mean by that, daily; or immediately after the transaction of the same date? Give the best of your recollection if that is your practice and custom.

A. You would not ask a man to verify a thing that had been done, if you wanted his advice on the subject before.

Q. What I mean, were you in telegraphic communication of the business that was done by your Board: Is that what you mean by "currently reported"?

A. I think I have stated clearly that conferences were held between the officers of the Company currently, relating to all matters pertaining to the general conduct of the business: as to any particular conference, I am unable to state.

253 Q. How was that communication: by mail, or by telegraph?

A. Usually, verbally.

Q. By telephone, you mean? He was not here; you said yesterday he was in New York City; now, how was it communicated to the President?

A. I think I have answered that before. We would confer with him before any action was taken if we wanted his advice on any subject.

Q. Do you confer by telegraph, or by telephone, or by mail; or all three?

A. Never by telephone.

Q. By telegraph?

A. I presume likely.

Q. Over what lines?
A. Whatever line was available.
Q. Do you have a line of your own?
A. The Standard Oil Company, of Ohio?
Q. The Buckeye Pipe Line Company.

Objected to by Mr. Elliott, as immaterial.

The COMMISSIONER: I do not see the pertinency of that question. The objection is sustained.

Mr. MONNETT: We expect to show that these messages were sent over the wire of the Buckeye Pipe Line Company.

Q. Does the Buckeye Pipe Line Company have an office in your building here?

Objected to by Mr. Elliott.

Q. As a telegraphic office?

Objection withdrawn by Mr. Elliott.

A. I think they have.
Q. Do you send your business communications over that line?
A. We might.
Q. Do you, or do you not?
A. Sometimes.
Q. Have you since 1892?
A. Yes, some.
Q. What is your contractual relation between them as to your telegraphic business?
A. We pay the regular rates.
Q. The same as you pay to the other Telegraphic Companies of the United States?
A. Yes sir.
Q. Do you ever use the Postal to New York?
A. Yes sir.
Q. Pay the same to the Buckeye Pipe Line Company as you do to the Postal?
A. I have answered that.
Q. Do you use the same contract?
A. We have no contract.
Q. Do you use the same blanks, I mean on which you send your messages, or do you use the Western Union blanks?
A. Use anything we have.
Q. Don't the Buckeye Pipe Line Company and you have a special blank?
A. I presume so.
Q. And you send on that blank?
A. We do.
Q. From whom do you buy your oil?
A. I don't understand the question.
254 Q. From whom do you buy your crude petroleum that you refine?
A. From the producers.
Q. From what pipe line do you get it?

A. Buckeye.
Q. At what point is it delivered?
A. The refinery is located in Cleveland.
Q. All your oil is delivered at Cleveland from the Buckeye Pipe Line Company, that you refine, is it?
A. Certainly.
Q. Who is your purchasing agent?
A. I don't understand that question.
Q. Why buys your oil?
A. What Oil? Crude petroleum?
Q. Crude petroleum.
A. I do.
Q. You buy it from Joseph Seep?
A. I do not.
Q. From the Joseph Seep Purchasing Agency?
A. No sir.
Q. Have you not bought any oil from Joseph Seep or the Joseph Seep Purchasing Agency, since 1892?
A. I don't think we have.
Q. Will you produce the books showing from whom you purchased your oil that is used in the refinery of the defendant Company?

Objected to by counsel for defendant.

The COMMISSIONER: I am unable to see the pertinency of this question, under the order of the Court; I must sustain the objection.

Mr. MONNETT: We expect to show from the answer of the witness that it was purchased, directly or indirectly, through the Trust combination subsequent to the decree, just as they did prior to the decree—the same mutuality still existed.

Q. Have you any contract with the Buckeye Pipe Line Company?
A. No contract; no, sir.
Q. Have you an account showing the price paid and the amount of oils received from them, just prior to the decree and just subsequent to the decree? If so, please produce the books showing the same.

Mr. ELLIOTT: Do you mean oil purchased from the Buckeye Pipe Line Co.? He has answered that he purchased from the producer.

Q. You can put the answer in that you didn't purchase any from the Buckeye Pipe Line Company. If you didn't purchase any, you can say so; and if you received any, the other is answerable.

Objected to by counsel for defendant.

The COMMISSIONER: I sustain the objection.

Mr. MONNETT: We expect to show by the answer the amount that they shipped immediately preceding, and the amount that they shipped immediately succeeding the decree of the court, and the rapid depreciation of the amount shipped subsequent to the decree,

to evade paying dividends to the trustees, and authorize their other constituent companies to pay the real profits of the defendant company to the trust certificate holders.

Q. We renew the question in this way: Will you please give the books showing the amount of crude petroleum shipped to
255 you through the Buckeye Pipe Line Company subsequent to the decree of March 2nd, 1892, and each year down to the order of this court appointing a Referee, and the prices paid for such transportation?

Objected to by counsel for defendant.

Objection sustained by the Commissioner.

Exception by the Attorney-General, who stated: We expect to show by the answer of the witness the connection between the original twenty constituent trust companies and the present company has never been changed or modified.

Mr. KLINE: I shall ask the Referee to strike out all these tenders of proof, as absolutely irrelevant and encumbering the record unnecessarily, when we get through.

Mr. KINKEAD: I want to say that that question was discussed in New York. At that time, I was not clear whether or not it would apply to this kind of a case. Since that time I have examined into the matter, and am satisfied that the practice in Ohio warrants just that very thing.

The COMMISSIONER: What is that?

Mr. KINKEAD: Incorporating what you expect to show by the question—by the evidence. It is done in the taking of all depositions, and it is proper in this case.

(Discussion.)

Mr. KINKEAD: I insist that the Commissioner have the question determined now. At the time, and right in connection with the very matter, we are better able to pass upon it right now than when we get through. I ask the Commissioner to make a ruling that if there is no objection to that now, that it be passed forever.

Q. From what company or corporation did you purchase crude petroleum on and after March 2nd, 1892?

A. I think principally The Ohio Oil Company.

Q. An Ohio corporation?

A. I cannot say.

Q. Weren't you a stockholder in that?

A. No, sir.

Q. Never?

A. No, sir.

Q. Have you a record showing the amounts and prices paid the Ohio Oil Company, year by year or month by month, since the decree of this court?

Objected to by counsel for defendant, as immaterial and irrelevant.

The COMMISSIONER: The question so far is not objectionable.

A. I have no such record.
Q. Did you keep such a record?
A. I did not.
Q. How did you keep the accounts of the amount paid and the quantities bought? You say you are the purchaser.
A. I purchased in the open market, and paid the regular current rates.
Q. Did you not keep any account with the Ohio Oil Company?
A. I have no knowledge of accounts.
256 Q. Who would have that information—of your company, at Cleveland, Ohio?
A. I presume the Treasurer.
Q. To whom did you report your purchase and sales?
A. He would have some knowledge; I don't know how much.
Q. Don't you report to any one your purchases of the Ohio Oil Company?
A. I notify the Treasurer, from time to time.
Q. Where do you keep your accounts in the meantime, that you do not report to the Treasurer—that you make your report to the Treasurer from, I would say?

Objected to by counsel for defendant.

The COMMISSIONER: He may answer.

A. If I buy 50,000 barrels of crude, I advise the Treasurer of the fact, and the price at which we bought it. It is a common custom which we pursue.
Q. Do you put the advice in writing in any way—slips or otherwise?
A. These details I cannot answer so correctly, perhaps, as you might wish.
Q. Just give it the best you can, then.
A. The Treasurer is advised of the fact. I cannot tell you just exactly the minute detail, step by step, that is pursued. He is advised of the fact that we buy—if we buy a certain quantity of crude, and the price we paid; so that when the bill comes in he will know whether it is correct and check it and pay it. That is currently done.
Q. That has been your custom since 1892 to date?
A. I cannot say that we have followed exactly that detail all the time, but practically.
Q. And no books kept of that purchase?
A. Not by me.
Q. None reported by you to any bookkeeper?
A. No, sir.
Q. And you don't make out a written slip showing the amount, and sign it?
A. Certainly not.
Q. No kind of writing?
A. I would not want to say that; I may have made a memorandum.
Q. What is that memorandum called?
A. Simply an ordinary piece of paper.

Q. Do you have blanks for that purpose?
A. No, sir.
Q. What do you give the Ohio Oil Company, what kind of an order?
A. Usually telegraph them.
Q. Over what line?
A. Whatever line is available.
Q. Buckeye Pipe Line?
A. If it is available.
Q. It is usually available in Ohio, isn't it?
A. I don't know.
Q. Do you use any other lines than the Buckeye Pipe Line Company's when it runs to the point you wish to communicate with?
A. I presume we have.
Q. Do you keep an account of any other corporation that you buy oil from, besides the Ohio Oil Company?
A. Not that I know of.

Q. Have you got books showing from whom you purchased
257 other oil, crude petroleum, during that period?
A. I told you I have no knowledge of our bookkeeping.

Q. Who does have that knowledge?
A. I could not state.
Q. Who employs them?
A. I could not say.
Q. Do you pay for any of the bills, or countersign any of the checks or orders that go out of this office?
A. I am authorized to sign checks occasionally.
Q. On what bank do you sign them?
A. Any bank that we have deposits in.
Q. What banks have you had deposits in since 1892?

Objected to by counsel for defendant.

A. I answered that yesterday.
Q. Do you deposit your current business in the same banks that you have mentioned as the City National Bank of New York, and the Euclid Avenue National Bank of Cleveland?
A. National City Bank. As I said yesterday, we deposited in those banks currently.
Q. Any other bank?
A. Not to my knowledge.
Q. What was the difference of the amount in quantity that you bought of the Ohio Oil Company immediately preceding the decree, and that which you are now purchasing of the Ohio Oil Company, of crude petroleum?

Objected to by counsel for defendant; objection overruled.

A. According to my remembrance, the receipts of crude were about the same.
Q. Do you mean by that, all that you purchased, or from that one company?
A. All that was purchased.
Q. Did you mean by that, that this same general average of the

amount purchased and price paid were substantially the same from 1892 to 1896, as it was in 1891, by the defendant company?

A. The price fluctuates according *ot* the market.

Q. The amount purchased——

A. Was practically the same.

Q. Was the quantity received and pipeage paid to the Buckeye Pipe Line Co. substantially the same from 1892 to 1896 per annum, as it was for 1891?

Objected to by counsel for defendant; objection overruled.

A. The quantity received by us was practically the same; the pipeage paid was exactly the same.

Q. What corporation or company shipped the refined product from Cleveland to points of sale?

A. We market all of our own products.

Q. What companies market it for you?

A. The Standard Oil Company of Ohio.

Q. What company do you ship it through?

A. I don't think I get your question.

Q. Does the Union Tank Line Company ship any of your refined product? Do you have any shipping contract with them?

A. We have no shipping contract with them.

258 Q. Does the Union Tank Line Company ship any of your oil?

A. Yes, sir.

Q. What are your contractual relations with the Union Tank Line Company?

A. We have none.

Q. Are your rates the same now as they were from 1892 to 1896—or were they the same as they were in 1891, for shipping the refined product through the Union Tank Line Company?

A. Do you mean their rates?

Q. Whatever you called the freight rates; do you call it tankage rates, or pipeage rates, or demurrage? (Preceding question repeated.)

A. We have always paid the railroad open rate for freight.

Q. Will you answer my question as to the Union Tank Line Company? You said they shipped your oil. I have asked you, do you pay any of that shipping rate to the Union Tank Line Company?

A. Not a dollar.

Q. You pay to the Railroad Company, and the Railroad Company has the contract with the Union Tank Line Company?

A. Whatever their arrangement with the Union Tank Line Company is I know nothing about.

Q. Your relations to the Union Tank Line Company didn't change after the decree of the court, did they?

A. They are a transportation company, we assume, to facilitate handling of our products by the railroads. Railroads are supposed to furnish transportation for products: This seems to be the most convenient way of handling.

Q. Your relationship to the Buckeye Pipe Line Company, the Ohio Oil Company and the Union Tank Line Company are just

the same, subsequent to the decree of March 2nd, 1892, as they were prior, were they not?

A. We have always paid the Buckeye Pipe Line regular pipeage rates. We have always paid, since 1892, immediately prior to the decree of the court, the regular open rates of freight on all of our shipments.

Mr. ELLIOTT: Do I understand you paid the Railroad Company, and not the Pipe Line Company?

WITNESS: Certainly.

Q. Do you have an account for that amount and dates, that you paid the railroad company for your refined product that the Union Tank Line Company handled?

A. I have no knowledge of accounts.

Q. Why not? Don't you have charge of that department, too?

A. I have already answered that question that I didn't.

Q. You answered as to the Buckeye Pipe Line Company, but you haven't answered as to the Union Tank Line Company or the freight rates.

A. I said I hadn't charge of the accounting department.

Q. Who has charge of that?

A. I told you that I didn't know.

Q. Isn't it carried on in your offices in Cleveland, Ohio?

A. I presume it is.

259 Q. And you don't know who has charge of that department?

A. I do not.

Q. Nor what kind of books they keep?

A. No, sir.

Q. Nor the amount paid?

A. I have already told you that we paid the regular tariff rate: that I know.

Q. How do you know that?

A. Because I am in contact with that branch of the business.

Q. That is the only way you know it—because you personally come in contact with it?

A. Yes, sir.

Q. Don't you, as Director, ever inspect the books?

A. No, sir.

Q. Don't you, as Director, require reports from the heads of departments, to you?

A. No.

Q. Don't you, in your annual meetings, have any reports made?

A. The records show what reports were made.

Q. You said there, you waived at that meeting the financial condition of your company: didn't you have any reports to make, made as Secretary?

A. Not other than reported in the books.

Q. There is none reported there. They claim you waived it all: is that true?

A. Certainly.

Q. Do you make no report to your President or the Treasurer, as Secretary?

A. I do not.
Q. Is it done under your direction?
A. No, sir.
Q. No accounting whatever, as Secretary, of the business of the year, to the Treasurer or the President?
A. No, sir.
Q. No accounting, as a Director, to the Treasurer or President?
A. No, sir.
Q. No accounting in any other capacity?
A. No, sir.
Q. Never make any balance sheets?
A. No, sir.
Q. Does any one in your office make a balance sheet for the Directory?
A. I presume balance sheets are made for the officers.
Q. And you are an officer, are you not?
A. Yes, sir.
Q. Is that presumption a mere guess, or is it a fact?
A. All corporations have balance sheets.
Q. And that is the only way you know that yours does?
A. I didn't say so.
Q. Then is it a fact that you know independent of what all corporations do, whether they make a balance sheet report to you?
A. Balance sheets are made.
Q. What is done with them?
A. I suppose they are for reference, like all balance sheets in corporations.
Q. You say you suppose: Do you know whether yours are actually used?
A. I don't.
Q. Did you ever see them, as director?
A. I have seen them.
Q. How often are they made?
A. I presume annually.
Q. How are they furnished?
A. I have already stated.
260 Q. You state that they are not furnished, in one place; and now you say they are. You say in your records, they are furnished: is that true, or isn't it?
A. They are not furnished in the records.
Q. But you say they are furnished annually: how are they furnished?
A. I told you before; I presume they are furnished to the officers.
Q. Where is the record of that?
A. I have none.
Q. As Director, do you know where that record is?
A. No, sir.
Q. Never saw it?
A. I have seen balance sheets.
Q. What is done with them?
A. I could not say.
Q. Haven't you control over them in your office?

A. No, sir.
Q. Are they sent to New York?
A. No, sir; not to my knowledge.
Q. Are they retained in your office?
A. I presume they are.
Q. Will you produce them to the Referee, for the years from 1892 to 1896? The balance sheets.

Objected to by counsel for defendant.

The COMMISSIONER: "Will you produce them", is not objectionable.
Mr. KLINE: I advise the witness not to produce them.

A. Under advice of counsel, I must decline to make the effort to produce them.
Mr. MONNETT: We ask Your Honor to order the witness to produce them, in accordance with your ruling.
The COMMISSIONER: The witness will produce them, if he can.
WITNESS: Under advice of counsel, I must decline to make an effort to produce them.
Mr. MONNETT: We ask Your Honor to enforce the order by proceedings in contempt, in compliance with the powers vested in you on Friday, June 24th, 1898, in which you are empowered to issue all necessary processes and subpœnas duces tecum for the attendance of witnesses, and the production of books and such other written evidence as may be competent, and to administer all necessary oaths. Your Honor has held that this is competent, and that he is ordered to produce them and now declines; and we now ask, under that order, that he now be committed.
The COMMISSIONER: The Commissioner declines to order a commitment, for the reason that there is nothing in the order authorizing the Commissioner to commit a witness for declining to answer a question or to produce any books. There being the absence of such from the order appointing him, the Special Master Commissioner declines to take this responsibility.

Exception by the Attorney-General.

Q. Will you kindly furnish to the Special Master your books showing the difference between the expense of manufacturing oil from crude to refined by defendant company, since March 2nd, 1892, to date, with that prior to the date of the decree?

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Objected to by the counsel for defendant; objection sustained by the Commissioner.

Exception by the Attorney-General, who stated: I expect to show, by the answer of the witness, that the losses that they claim, were not bona fide, but a mere make-shift, and that they have bought the same amount and having refined the same amount, and sustained the same relations to the other trust companies that they did prior thereto; that the processes are the same.

Q. How long were you a Director of the Solar Refining Company, Mr. Squire?

Objected to by Mr. Kline.

A. I cannot state.

Q. How many shares of stock did you hold in the Solar Refining Company?

Objected to by counsel for defendant; objection sustained by the Commissioner.

Mr. MONNETT: The Supreme Court ordered Mr. Rockefeller to answer that, and we claim we are entitled to that. We except.

Q. Were you not a Director of the Solar Refining Company from June 13th, 1892, until the present date?

Objected to by counsel for defendant; objection sustained.

Exception by the Attorney-General, who stated: I expect to show, by the answer of the witness, that he was elected so without his knowledge or consent, for a mere subterfuge.

Q. I will ask you if the Solar Refining Company did not absorb a portion of the business formerly done by the Standard Oil Company of Ohio, immediately after you were elected a Director—June 13th, 1892?

Objected to by counsel for defendant; objection sustained.

Exception by the Atorney-General, who stated: We except to show, by the answer of the witness, that it did, and the same directors were substantially in each company.

Q. I will ask you if the Solar Refining Company did not distribute its profits, or at least three-sevenths thereof, annually from the time you were a Director up till June 15th, 1897, to the Standard Oil Trustees, or the liquidating trustees of the Standard Oil Trust; and that you voted an annual distribution while being a director of this defendant company, and also a director of the Solar Refining Company?

Objected to by counsel for defendant; objection sustained.

Mr. MONNETT: We expect to show, by the answer of the witness, that the trust relations existing between the Solar Refining Company, The Buckeye Pipe Line Company, The Union Tank Line Company, and the Standard Oil Company of Ohio, remained the same, the officers of this company, the stockholders of this company,
262 including the defendant witness, continues to sustain the trust by voting their proceeds annually to the trustees of the Standard Oil Trust.

The COMMISSIONER: For that very reason, the Master Commissioner holds that it is not competent.

Exception by the Attorney-General.

Q. I now ask you if you, as a Director of the Solar Refining Company, did not order, by your vote or by assisting in the proceedings, a dividend paid, on or about June 15th, 1897, of $147,234.50?

Objected to by counsel for defendant.

Mr. KINKEAD (to the Commissioner): The position which you occupy is one of importance, and one which you ought to exercise in

some liberality in the admission of testimony. And you ought to give the State of Ohio a chance to make some points. The other side here have been maintaining that you cannot get at the individuality of action—that what these people do as individuals, simply because they happen to be members of the one company and of another—we cannot get at that. The State of Ohio has a right to test that question, and we ought to have those other questions—the one you just overruled—we ought to have that answer; whether they are answered or not we ought to have them permitted to be answered so that the State of Ohio might make the points which we desire.

The COMMISSIONER: The Special Master Commissioner desires to state in this connection, that he has read with care the Information filed by the Attorney-General for a rule in contempt. From the Information thus filed, and from the statement as he understood was made by one of the Supreme Judges that he inquire as to the Standad Oil Company and not to other companies; and the Commissioner is fully aware of the responsibilities of his position; and under the Information filed by the Attorney-General, and the order of this court, he has made the rulings that he has upon these questions with the desire to be liberal to both sides; but he is doing his duty, as he judges, by the Supreme Court and by himself, to exclude that evidence which, in his judgment, is not pertinent to the issue, or raised by the pleadings in the case, and which it should be the desire of the Supreme Court to see that the Master Commissioner obeys its orders fully in this respect. The Commissioner desires to make this statement, in justice to himself.

(Discussion.)

Mr. MONNETT: We ask for a reconsideration of your ruling, on the ground that the Supreme Court has allowed this same subject to be inquired into.

The COMMISSIONER: While the question as propounded by the Attorney-General is not identical with or in substance similar to the 23rd Interrogatory, yet I can see from the 23rd Interrogatory, which Interrogatory was sustained by the Supreme Court, that there might be something in this question which the Supreme Court
263 might deem pertinent to the issue. Though I cannot see that, under the information filed by the Attorney-General, that it becomes pertinent, yet, upon reflection, after reading this 23rd Interrogatory, and noting the decision of the Court thereon, I am inclined to overrule the objection made by defendant's attorney.

Q. What is your answer, Mr. Squire? (Question repeated.)
A. I did not.
Q. Were you present at such a meeting?
A. I was not.
Q. Don't you know, as a Director, that such a dividend was paid?
A. I don't think I understand the question.
Q. (Question repeated.)
A. I was not a Director.
Q. Mr. Rockefeller says you were a Director. Is that a mistake—the President of your company?

Objected to by counsel for defendant; objection sustained.

Q. Is that a mistake?

Objected to by counsel for defendant; objection sustained.

Mr. MONNETT: We expect to show, by the answer of the witness, that Mr. Rockefeller's statement was true, and that he is a member and a Director.

Q. Were you a Director June 13th, 1892? And if so, how many years since have you been continuously?

Objected to by counsel for defendant; objection overruled.

A. I don't remember.
Q. Were you a Director in 1892?
A. I don't remember.
Q. Did you ever attend any meetings as Director, in 1892?
A. I don't recollect.
Q. Were you a Director in 1893?
A. I don't think I was.
Q. Did you attend any meetings in 1893, in any capacity?
A. No, sir.
Q. Were you a Director in 1894?
A. No, sir.
Q. Did you attend any meetings, in any capacity, in 1894?
A. No, sir. Speaking now of the Solar Refining Company.
Q. Yes. Were you a stockholder in any of those years?

Mr. KLINE: He has already answered that: I object.

The COMMISSIONER: Let him answer it again.

A. Not that I know of.

Q. If you were, you were put in there without your knowledge or consent?

Objected to by Mr. Kline.

The COMMISSIONER: The objection is overruled, if you purpose following it up.

A. I don't think I was a Director.
Q. Will you answer my question, Mr. —?
A. That is my answer.
Q. If you were, it was not with your consent or knowledge, was it?

264 Mr. ELLIOTT: A stockholder, or director?

Q. Either.
A. If I was a Director, I had no knowledge of it.
Q. And you have no such knowledge?
A. I don't remember now.
Q. Were you ever a Director of the Solar Refining Company?
A. I think I was.
Q. What years?
A. It was in the early organization of the company.
Q. When was it organized?
A. 1887 or 1888.
Q. When did you go out of the Directory?
A. I don't remember.

Q. When did you sell your stock?
A. I don't remember that.
Q. Did you ever vote any dividends while you were a Director?

Objected to by counsel for defendant; objection overruled.

A. I don't remember of any.
Q. Were you a Director of the Buckeye Pipe Line Company, and if so, give the period?

Objected to by counsel for defendant; objection overruled.

A. I think I have been.
Q. What years?
A. Several years ago.
Q. Give the years, since 1892.
A. I don't remember.
Q. Did you attend any meetings of the Buckeye Pipe Line Company since 1892, as Director?
A. I don't remember.
Q. Where are their headquarters?
A. That I cannot answer.
Q. Did you ever attend any of their meetings at their headquarters?
A. I have attended meetings in Cleveland.
Q. Did you ever attend any meetings in Lima?
A. No, sir.
Q. When did you attend meetings in Cleveland?
A. Several years ago.
Q. Did you attend any in Cleveland in 1896?
A. No, sir.
Q. Did you attend any in Cleveland in 1895, or anywhere else?
A. It was several years ago; I would not want to say just the year.
Q. Did you vote any dividend in any of those meetings?

Objected to by counsel for defendant; objection overruled.

A. There were dividends declared while I was a Director.
Q. Did you vote any dividends, as a Director?
A. I did.
Q. When, and where?
A. I cannot tell you when.
Q. Where were they paid?
A. I cannot tell you that.
Q. To whom were they paid?
A. I cannot tell you that.
Q. What per cent. was paid to the Liquidating Trustees?
A. I don't remember that any were paid to the liquidating trustees.
Q. Would you say there was none paid to the liquidating trustees?
A. I am stating the best of my recollection, as a Director of the company.
Q. As an individual, do you know?
A. I do not.
Q. Did you receive any dividend on your trust certificate from

the Buckeye Pipe Line Company? Did any portion of your dividend that went to support your trust certificate, come from
265 the Buckeye Pipe Line Company while you were a Director? Since March 2nd, 1892?

Objected to by counsel for defendant; objection overruled.

A. I don't understand the question.
Q. (Question repeated.)
A. I am trying to think.—I don't recall any.
Q. Did you hold a trust certificate since March 2nd, 1892, and while you were a Director of the defendant company?

Objected to by counsel for defendant; objection overruled.

A. Yes, sir.
Q. What period of time did you hold that?

Mr. ELLIOTT: You mean up to what time, I suppose?

A. I cannot recall now from memory, but it was a short time.
Q. To whom did you transfer it?
A. I sold it in the open market.
Q. How many did you sell?

Objected to by counsel for defendant; objection sustained.

Q. Did you have more than one that you sold?
A. Yes, sir.
Q. How many?

Objected to by counsel for defendant; objection sustained.

Q. How much did you get for one?

Objected to by counsel for defendant; objection sustained.

Mr. MONNETT: I expect to show, by the answer of the witness, that he sold it on the open market, and the price that he received for it; notwithstanding the alleged dissolution of the trust that the same trust certificate steadily increased in value four-fold since the order of dissolution, and that he, as Director, has been voting the dividends of these constituent companies annually to it. I except.

Q. Did you convert your trust certificates into constituent stock, Mr. Squire, or any of them, after the decree of the Supreme Court?

Objected to by counsel for defendant; objection overruled.

A. I have given a list of all the stock that was transferred, from my record book, read yesterday; and I have said before that I sold mine in the open market.
Q. And didn't order any of them or ask any of them, to be reconverted into constituent stock?
A. I converted them into cash.
Q. To whom did you sell them?

Objected to by counsel for defendant.

Mr. KINKEAD: That is pertinent, for purposes of comparison with the list he has furnished.

Objection sustained.

Mr. MONNETT: We expect to show, by the answer of the witness, that he sold them to the officers of the company and the constituent companies.

Objection withdrawn by Mr. Kline.

266 The COMMISSIONER: The objection having been withdrawn, let the question be answered.

Q. To whom did you sell them?
A. I sold them through some brokerage house in Wall Street; I don't recall the name.
Q. What was the amount you received for them? Refresh your memory.

Objected to by counsel for defendant; objection sustained.

Q. Were they all sold at one time?
A. About the same time.
Q. The same broker?
A. I think so.
Q. Did you take them there in person, or send them by mail?
A. Sent them by mail.
Q. Have you a letter-press copy of that letter?
A. I don't think I have.
Q. Will you examine your files and produce it?

Objected to by counsel for defendant.

Q. I don't care for any letter excepting the one referring to this transmission.

Objected to by counsel for defendant.

The COMMISSIONER: I think the witness has answered this sufficiently—that he sold it on the open market, and sold by some broker in Wall Street—all sold at the same time. Now, you ask whether he has a letter-press copy of the letter in which he transmitted by mail; it seems hardly proper.

Mr. MONNETT: We expect to trace up by this letter just how it was delivered, and furnish the court information of the date and amount, and to whom it was sold, after the decree of this court against this company, while he was a Director.

The COMMISSIONER: If you don't believe he is telling the truth——

Mr. MONNETT: No, sir; to refresh his memory. He says he cannot remember but he has got a letter that does recall.

Q. I ask you who the broker is, Mr. Squire?
A. I don't recall his name.
Q. The letter that you sent was addressed to some broker in Wall Street, you say?
A. Certainly—that was dealing currently in the stock.
Q. To whom did you transfer the certificates?
A. I transferred them in blank.
Q. And authorized this broker to transfer them for you?
A. I transferred them in blank.
Q. Without any written authority in addition to that?
A. Certainly.

Q. Will you produce the correspondence showing the dates upon which you sold your trust certificates, to the Referee?

Objected to by counsel for defendant.

Q. Showing the party to whom you delivered them, and dates?

267 Mr. KLINE: I advise the witness to decline to produce the letter, on the ground that it is wholly a private matter and no way concerns the inquiry.

Mr. MONNETT: We ask the Special Master to order the witness to produce the books, documents or letters.

The COMMISSIONER: I will ask the witness to produce the letter showing the dates of this communication, if he has them.

Mr. KLINE: I still advise him to decline, on the grounds stated.

WITNESS: Under advice of counsel, Mr. Kline, I shall decline to make an effort to see whether there is any such evidence, although my impression is that there is not any.

Mr. MONNETT: We ask the Referee to enforce the contempt.

The COMMISSIONER: The Commissioner declines.

Exception by the Attorney-General.

Mr. MONNETT: We ask the Referee to certify Mr. Virgil P. Kline over to the Supreme Court for assisting in suppressing pertinent evidence from the court in this behalf.

The COMMISSIONER: Proceed with the examination, gentlemen. Let it be relevant.

Q. Have you any correspondence or copies of your telegrams to the officers of the defendant company concerning your informal meeting that you speak of subsequent to March 2nd, 1892?

A. I have not any.

Q. Have you them in your office?

A. Not that I know of.

Q. Did you have them?

A. I could not say.

Q. Will you make an examination, and return to the Master any correspondence or telegrams or copies thereof, you may have had during that period concerning the dissolution of this trust?

Objected to by counsel for defendant.

A. I don't see how I can do that.

Q. What is your objection?

A. I would not know where to look for them.

Q. Have they been destroyed?

A. Probably, if there were any.

Q. When were they destroyed?

A. I could not say.

Q. Do you have a system of destroying them over there. after a certain date, at your offices?

A. I think that is common custom with all corporations.

Q. When did you start in on that custom, destroying the books referring to the dissolution of this trust?

Objected to by counsel for defendant; objection sustained.

Q. Was that custom in vogue when you destroyed these books, if you did destroy them?

Objected to by counsel for defendant; objection sustained.

Q. Have you got any correspondence that shows you shipped any part of these books to New York, or to Mr. Rockefeller, or to your New York office?

A. I don't think so.

268 Q. Do you send any books to Mr. Rockefeller, or papers, or manuscripts, concerning the transaction of this defendant company in New York?

A. Not to my knowledge.

Q. Do you send to any one in New York?

A. Not to my knowledge.

Q. You would know, wouldn't you, or would you?

A. I think so.

Q. Do you have charge of that department?

A. I have already answered that.

Mr. MONNETT: Until they produce this correspondence and these records we have asked for, Your Honor, we have nothing more, I believe, with this witness.

Adjourned to 1:45 o'clock P. M., November 15, '98.

CLEVELAND, O., *November* 15—1:45 o'clock p. m.

(Mr. F. B. SQUIRE resumes the witness stand.)

The Attorney-General read the following telegram:

"The Attorney-General will give notice to opposite counsel that on Thursday 17th he will present to the Court an application for an order on the Standard Oil Company to produce its books.

J. B. ALLEN, *Clerk*."

Mr. MONNETT: This is in response to what I notified the Referee yesterday, that I was going to ask for further instructions as to whether he had a right to be obliged to submit to the advice of counsel—and from my co-counsel—they had the right to advise the witness not to answer, and disobey the order of this court as we construe it. We cannot proceed with the direct examination; we are not through with the direct examination until we get the order, and we would like to have the transcript of this testimony for Thursday morning.

Mr. KLINE: We desire to cross-examine the witness some upon what has already been adduced.

Mr. Monnett states that he objects to any cross-examination until the State has rested its case.

Mr. KLINE: I propose to cross-examine on what has already been testified to, if the Master please. If they want a suspension, of course, that is for them to say.

Mr. MONNETT: The stenographer says he cannot get it out unless he suspends now, and we do not think it is fair to commence on cross-

examination, to either educate the witness or for any other purpose, till we are through in chief.

The COMMISSIONER: Oh, no, no.

Mr. ELLIOTT: It would be manifestly unjust to bring this testimony in chief before the Supreme Court without such explanations as we think ought to go with it by way of cross-examination. They examine up to a certain point and then say: "Here we suspend
269 arbitrarily, and we do not wish you to get any explanation to go upon record." It is not fair to us.

The COMMISSIONER: You have no further questions then, Mr. Attorney-General?

Mr. MONNETT: No, sir; for the reason heretofore stated, that I desire the stenographer to reduce the testimony already taken, to writing, for the purpose of showing that the witness, and the company, and the attorney, Virgil P. Kline, have been in contempt of the order of the court up to this point.

The COMMISSIONER: Any evidence on the part of the defendant?

Mr. KLINE: Yes sir.

The COMMISSIONER: Produce it.

Exception by the Attorney General.

Cross-examination.

(By Mr. KLINE:)

Q. Mr. Squire, you were asked yesterday if you would produce the two certificates that had been returned to the Company in 1892, and you then stated that you would make an effort to do so. Have you those certificates?

A. Yes sir.

Q. Will you produce them?

A. You mean those two original trust certificates?

Q. Two original certificates of the stock of the Standard Oil Company of Ohio to the 9 trustees—to the trustees of the Standard Oil trust.

A. (Producing certificates.) Yes sir.

Q. Please turn to certificate No. 293.

Mr. MONNETT: I suggest that you identify those two.

Q. And read that certificate.

Mr. MONNETT: We want the original.

Mr. KLINE: We are going to put a copy in, in our own way.

Mr. MONNETT: We object to the copy being used when he has the original.

The COMMISSIONER: Would there be any objection on the part of defendant counsel to attach a copy of this?

Mr. KLINE: Not at all—attach a copy of it; not at all.

The COMMISSIONER: I mean the original.

Mr. KLINE: We want to keep the original. You can attach a copy; you can identify it as a copy of the original, just as the minutes have been transcribed into the record.

The COMMISSIONER: Oh yes, yes.

Mr. MONNETT: We have not agreed to anything of that kind.

(By Mr. KLINE:)

Q. Please turn to certificate No. 293 and read it, together with all the endorsements or writings thereon.

Mr. MONNETT: I object, and ask for the original to be attached as an exhibit.

The COMMISSIONER: Proceed with the answer.

270 Exception by the Attorney General.

A. (Witness reads certificate:)

"Organized under the Manufacturing Laws of Ohio."

No. 293. 34993 shares.

Standard Oil Company.

Capital stock 35,000 shares,
$3,500,000, all paid. $100 each.

This is to certify That Trustees of Standard Oil Trust *is* entitled to thirty-four thousand, nine hundred and ninety-three shares of one hundred dollars each in the Capital Stock of the Standard Oil Company, transferable on the books of the Company in person or by attorney only on the surrender of this certificate and due payment of all liabilities on the part of the holder to the Company: subject to the provisions of law and the by-laws of the Company.

This certificate is valid only when signed by the President and Secretary.

Cleveland, O., December 23d, 1882.

(Signed) J. D. ROCKEFELLER, *Pres.*
H. M. FLAGLER, *Sec'y.*

Across the face is printed and written as follows:
Surrendered and cancelled Nov. 28th, 1892.
Re-issued ctf. No. 303 to ——.
Transfer No. 1.
17080, $\frac{34993}{719}$ Re-issued Nov. 28——
719, $\frac{719}{7913}$ Re-issued Dec. —— (Cannot make it out.)

Mr. MONNETT: I now renew my application that the original be attached instead of a copy, for the reason that the Referee has found that a copy cannot be made out by either himself or the witness, as well as the original being the best evidence.

The COMMISSIONER: I can see no objection to the attaching of this original certificate, with the understanding that it may be returned to the proper person, should the same be required.

Mr. ELLIOTT: As a matter of precaution, we will ask:

Q. Have you now given, Mr. Squire, all the writing or printed matter upon the face of the certificate No. 293, so far as you are able to make the same out?

A. I have.

Q. Will you produce, please, the other certificate referred to, No. 300, and read that certificate as well?

A. (Reading certificate as follows:)

271 Organized under the Manufacturing Laws of Ohio.

No. 300. 2 shares.

Standard Oil Company.

Capital stock 35,000 shares,
$3,500,000, all paid. $100 each.

This is to certify that Trustees of Standard Oil Trust *is* entitled to two shares of one hundred dollars each in the Capital Stock of the Standard Oil Company, transferable on the books of the Company in person or by attorney only on the surrender of this certificate and due payment of all liabilities on the part of the holder to the Company: subject to the provisions of law and the by-laws of the Company.

This certificate is valid only when signed by the President and Secretary.

Cleveland, O., Feb. 1st, 1887.

(Signed) F. ROCKEFELLER, *Vice-Pres.*
F. B. SQUIRE, *Sec'y.*

Q. Anything on the face of it?

A. I note across the face is "Cancelled." On the right-hand side is the seal of the Company, reads "Standard Oil Company, Cle eland, O.," with a large "S" in the centre, and "eal" in the centre of the "S."

Q. Now, have you given all that appears upon the face of that certificate, either in writing or printed?

A. I have.

Q. Now, we will have both of those certificates marked by the Commissioner and identified and annexed to the deposition, as Your Honor has stated.

Said two certificates above set forth are annexed at the end hereof, No. 293 being marked "Exhibit A.; Allan T. Brinsmade, Special Master Comr.," and No. 300 being marked "Exhibit B., Allan T. Brinsmade, Master Comr.," and made a part of this deposition.

Q. I speak now of No. 293, Mr. Squire; when, or about when. did that certificate for the 34,993 shares come into your possession as the Secretary of the Company?

A. On November 28th, 1892.

Q. Will you please turn to the stock certificate book, and state to whom were issued the stock aggregating the 17,080 shares, mention of which is made upon the face of the certificate in red ink.

Mr. MONNETT: We object to the copy being given, and ask that the original corresponding to this be attached to the witness's deposition, as it speaks for itself.

Mr. KLINE: I propose now to show where the 17,080 shares—to whom they were issued.

Mr. MONNETT: I ask that the original stub and book which it comes from—it is all substantive evidence.

272 The COMMISSIONER: I do not think I will mutilate the book. I will identify that, Mr. Monnett, and you can identify it with me, if you desire.

Q. To whom was the 17,080 shares referred to in the written memorandum in red ink upon the face of this certificate which you have had given, issued, and when? (Referring to No. 293.)

A. (Witness reading.) November 28th, 1892, to J. D. Rockefeller, of New York, 9244 shares.

On November 28th, 1892, to John D. Rockefeller, 1000-9725 of a share.

On November 28th, 1892, to Wm. Rockefeller, of New York, 467 shares.

On November 28th, 1892, to Wm. Rockefeller, of New York, 8425-9725 of a share.

November 28th, 1892, to H. M. Flagler of New York, 1259 shares.

On November 28th, 1892, to H. M. Flagler, of New York, 6225-9725 of a share.

November 28th, 1892, to Benjamin Brewster, of New York, 359 shares.

November 28th, 1892, to Benjamin Brewster, of New York, 8725-9725 of a share.

November 28th, 1892, to John D. Archbold, of New York, 287 shares.

November 28th, 1892, to John D. Archbold, of New York, 8925-9725 of a share.

November 28th, 1892, to H. H. Rogers, of New York, 3175-9725 of a share.

November 28th, 1892, to W. H. Tilford, of New York, 9575-9725 of a share.

November 28th, 1892, to Chas. W. Harkness, of New York, 2306 shares.

November 28th, 1892, Chas. W. Harkness, 9150-9725 of a share.

November 28th, 1892, O. B. Jennings, of New York, 503 shares.

November 28th, 1892, to O. B. Jennings, of New York, 8325-9725 of a share.

November 28th, 1892, to Esther J. Jennings, of New York, 28 shares.

November 28th, 1892, to Esther J. Jennings, of New York, 7700-9725 of a share.

November 28th, 1892, to Walter Jennings, of New York, 19 shares.

November 28th, 1892, to Walter Jennings, of New York, 5975-9725 of a share.

November 28th, 1892, to Helen G. Jennings, of New York, 17 shares.

November 28th, 1892, to Helen G. Jennings, of New York, 9675-9725 of a share.

273 November 28th, 1892, to Oliver G. Jennings, of New York, 17 shares.

November 28th, 1892, Oliver G. Jennings, of New York, 9675-9725 of a share.

November 28th, 1892, Anna B. Jennings, of New York, 17 shares.

November 28th, 1892, Anna B. Jennings, of New York, 9675-9725 of a share.

November 28th, 1892, Emma B. Auchincloss, of New York, 17 shares.

November 28th, 1892, Emma B. Auchincloss, of New York, 9675-9725 of a share.

November 28th, 1892 to Mary H. Pratt, C. M. Pratt, Frederick B. Pratt, Trustees of Estate of Chas. Pratt, of New York, 1788 shares.

November 28th, 1892, Mary H. Pratt, C. M. Pratt, Frederick B. Pratt, Trustees of Estate of Chas. Pratt, of New York, 4725-9725 of a share.

Mr. MONNETT: We ask to have that evidence stricken from the record for the reason that the witness is using a stub-book and reading from the stubs, when the stubs are the best evidence. We ask to have the stubs attached as part of the witness's answer, in the way of exhibits.

The COMMISSIONER: The Master Commissioner will state that he has examined carefully each stub that has been read by the witness, and finds them absolutely correct; and hence will not order that these stubs be attached as exhibits.

Exception by the Attorney General.

Mr. MONNETT: I object further to the witness reading from the book when there are other stubs and certificates that alternate with these, that have been torn out. The Court is entitled to the whole book.

The COMMISSIONER: What is the next question?

Q. Will you please now turn to the stub certificate book and tell us to whom and when the 719 and the fraction shares were issued, a memorandum of which in red ink appears upon the face of the certificate No. 293?

A. (Reads.) December 21, 1892, to Oliver H. Payne, of New York, 719 shares. On December 21, 1892, Oliver H. Payne, of New York, 7725-9725 of a share.

Q. Mr. Squire, from what have you read?

A. The stock-book—the certificate book.

Q. What portion thereof?

A. The stubs.

Q. By whom were these certificates issued—through what official here in Cleveland?

A. The Secretary.

Mr. MONNETT: I object, as the record is the best evidence, and ask that the records be given.

Objection overruled by the Commissioner.

Exception by the Attorney General.

274 Q. Have you any other book here which you have produced, which contains a record of your stockholders and the certificates of stock held by each of them?

A. I have.

Q. What is it?

A. The stock ledger.

Q. In whose keeping have these certificates been since their return to you November, 1892?

Objected to, as having been answered. Question withdrawn.

Q. You have, from the minutes of the Company which you have produced here, read of the fact that sometime in 1893 a large amount was charged off to depreciation. I think it was under date—the meeting—July 27th, 1893. Will you please turn to them and see whether I am correct or not? What is the date?

A. July 27th, 1893.

Q. What was the amount, as stated in the minutes?

A. Two Million Dollars.

Q. Will you state the reason and occasion for that charge to depreciation at that time, fully and in your own way?

A. During the years 1888 and 1889 the production of Ohio oil became a very important factor in the business, commonly known as Lima crude. During these years and 1890, it became apparent that it would be necessary for us to adopt ways and means for the handling of that grade of crude. The building of large competitive refineries in the West which distilled this crude, made it more and more necessary; and Cleveland ceased to be the important refining centre that it had previously been. In former years it was the most western refinery—consequently had an advantage in marketing its products. On account of this changed condition, these advantages ceased, and we decreased our business fully one-half; and in order to maintain ourselves it became necessary for us to re-construct our plant, which in 1890 was practically a monstrosity compared with the more modern methods of refining. We dismantled a large portion of our works, adopted new processes and re-constructed our refining department. This process of re-construction was going on until 1896, during which time we probably spent upwards of $300,000. Vast quantities of old construction was dismantled and junked. In addition to this, our paraffine department found that the old process which was in operation, was not adapted to the handling of heavy paraffine oils from the Lima crude, and that the entire plant was practically re-constructed, at a cost of upwards of $100,000. Later, we found the filter-press system was more adapted to handling these heavy oils than our former process; and the new construction built since 1890 was dismantled, and the filter-press system adopted, at a cost of upwards of $50,000. During this period of time, we dismantled our refining wax-plant, the old method being antiquated and practically worn out. More modern methods made it almost impossible for us to compete—so we equipped our plant with what is known as the sweating process, at a cost of up-
275 wards of $50,000. Our candle factory, which was small, and destroyed by fire, was rebuilt and enlarged, till to-day it is practically one of the largest in the country. This re-construction probably cost $50,000.

We built a lithograph tin can factory for the manufacture of our lithographed cans, and equipped it with modern machinery, at a cost of from thirty to forty thousand. In addition to this, we spent large sums of money in the remodeling and re-constructing of our

lubricating works, which was made necessary from time to time to handle the Ohio products, including our grease plant, at a cost of upwards of $100,000. In addition to all these expenses, we have paid some heavy fire losses, at Toledo, Detroit, Traverse City, Cadillac and Columbus, the latter amounting to probably $60,000. The construction which was dismantled or permitted to disintegrate, occupied fully fifty acres of ground. All of these changes have been made practically since 1890. That is all on that subject.

Mr. MONNETT: We ask that the answer be stricken from the record, for the reason that this is the subject matter of his books, and they are the best evidence; and the indication of the witness's memory in the last two days' examination is such that it is not reliable for details. We ask for the books to show these facts.

The COMMISSIONER: Proceed.

Exception by the Attorney General.

Q. Other items are charged off to depreciation in later years: won't you please turn to your minute book and tell me what the date of the next charge to depreciation is?

A. It is recorded on the 7th of February, 1895.

Q. What is the amount there charged to depreciation?

A. $230,019.96.

Q. What have you to say as to the occasion and reason for that charge of depreciation?

Objected to by Attorney General.

A. Just what I have said in my previous answer.

Q. And with respect to the depreciation charged off May 13th, 1896, I think—Please turn to the minute book and see whether or not I am correct about that, and if I am—state the conditions and circumstances under which that was charged off.

A. Yes sir, May 13th, 1896: amount $1.200,000.

Q. Now state the circumstances and reasons for those charges to depreciation, if you have anything further to say.

A. As explained in my long answer, as our construction was dismantled or abandoned, these charges were made.

Q. Over what period did these charges of depreciation cover such depreciation?

A. About thirteen years.

Q. Prior to 1890, whence had you received your oil for refining; what character of oil was generally refined by the defendant
276 oil Company of Ohio—from what field?

A. Practically, from the Pennsylvania field.

Q. You spoke about 50 acres of land being covered formerly by a useful plant by the Standard Oil Company in the refining of oil. What kind of construction was upon that 50 acres; why was it dismantled and that large amount of territory unoccupied by the Company?

A. The more modern methods demonstrated clearly that the old style of boilers were out of date—in addition, were practically worn out by long use. Our entire naptha department—naptha refinery—was wholly abandoned, consisting of boilers, stills, agitators and

everything that went with it. The same is true of our immense warehouse, used in former years for handling barrels, painting, glueing, and all that sort of thing. More modern appliances, the delivery of the oil through the tank-wagon system, practically made it useless. Our old style can factory was abandoned entirely; and so on through the list.

Q. By the year 1896, you may state whether or not you had practically reconstructed on narrower territory your refinery.

A. We had.

Q. About how many men did you employ in 1896, as compared with the previous force of the Standard Oil Company, say in 1890?

A. About one-half.

Q. Had the reduction in force of the Standard Oil Company and in its equipment, begun before any suit was instituted against the Company in 1890?

A. Yes sir.

Q. In speaking of the reduction of your force, you may state whether or not in 1896 there was a radical change in your office force and in the departments occupied by it on Euclid Avenue—the building occupied on Euclid Avenue.

A. We reduced our force about eighty people.

Q. What force; the office force?

A. Office force.

Q. How, with reference to the occupation of quarters there?

A. We now occupy two floors; whereas, in former years we occupied practically the whole building above the ground floor—four stories.

Q. What are you able to say as to the volume of the business generally, done from 1890 on down to 1896, as compared with the previous business done at this point?

A. You mean previous to 1890?

Q. Yes, previous to 1890.

A. Less than half, I should say not much over a third.

Q. You may state whether or not, in your opinion, the charges made to depreciation, covering the period you state, were reasonable and proper charges on that account.

Objected to by Attorney General.

A. Absolutely.

Objected to, by the Attorney General, as the record is the best evidence on that point.

277 The COMMISSIONER: He may answer.

A. Absolutely so.

Q. In addition to the expenditures to which you have referred in re-construction, you may state whether or not in the way of the marketing of your goods you have expended moneys in the construction of stations and facilities to supply the public with your products.

Objected to by the Attorney General.

Q. You may state whether or not you have made any expendi-

ORGANIZED UNDER THE MANUFACTURING LAWS OF OHIO.

No.

Shares

STANDARD OIL COMPANY.

CAPITAL STOCK
$3,500,000
ALL PAID.

35,000 SHARES.
$100 EACH.

This is to Certify that

is entitled to

Shares of One hundred Dollars each

in the Capital Stock of the **Standard Oil Company** transferable on the Books of the Company on personal or by Attorney upon surrender of this Certificate and the payment of all liabilities on the same by the holder to the Company, subject to the provisions of Law and the Regulations of the Company. This Certificate is valid only when signed by the President and Secretary.

Witness

Secy.

Pres.

ORGANIZED UNDER THE MANUFACTURING LAWS OF OHIO.

No. _____ Shares _____

STANDARD OIL COMPANY

CAPITAL STOCK
$3,500,000.
ALL PAID.

35,000 SHARES.
$100 EACH.

This is to Certify that Trustee of Standard Oil Trust
is entitled to Thirty four thousand nine hundred and Three Shares of One Hundred Dollars each
on the Capital Stock of the **Standard Oil Company**, transferable on the
Books of the Company in person or by Attorney only on the surrender of this
Certificate and due payment of all liabilities on the part of the holder to the
Company subject to the provisions of Law and the By Laws of the Company.
This Certificate is valid only when signed by the President and Secretary.

Cleveland O Dec 23 1882

H M Flagler
Secy

J D Rockefeller
Pres.

tures in the way of equipping various stations to expedite the sale of your products.

A. We constructed, during this time, about 150 stations, scattered all over the country, at a cost of not less than $200,000 for the purpose of being able to serve our customers through our tank wagon deliveries.

Mr. KINKEAD: I would like to ask you to explain why it is that, for example, certificate No. 325—the original certificate which was purported to have been issued on November 28th, 1892—is pasted back to the original stub; what explanation would you make of that?

Mr. KLINE: That is a fractional share.

WITNESS: I explained that yesterday, fully.

The COMMISSIONER: Explain it again.

WITNESS: We were advised by our attorneys that it was not proper for us to issue regular certificates for fractions of shares; they were returned and cancelled, and scrip certificates issued in their stead.

Mr. KINKEAD: They were actually issued, were they not, in the first place?

WITNESS: Yes sir.

Mr. MONNETT: And all returned?

WITNESS: Yes sir.

Mr. MONNETT: Where is your record of the scrip that you issued in lieu thereof?

Mr. ELLIOTT: "All returned," might be misleading.

Mr. MONNETT: I mean, were all fractional shares that were issued, returned?

Mr. KLINE: If you have the fractional book here, Mr. Squire, all right; if you haven't,——

WITNESS: I haven't.

Mr. MONNETT: You have a book of scrip, have you?

WITNESS: Yes sir.

(Discussion.)

Mr. KINKEAD: Mr. Squire, what became of the original stock certificates which were transferred into the hands of the trustees when these two trust certificates were returned—Nos. 293 and 300. When these two certificates, Nos. 300 and 293, were returned, were there also returned the original stocks which had been issued by the Company prior to entering into the trust?

(Here follow facsimile certificates marked pages 278 and 279.)

280 WITNESS: These two certificates were the only certificates returned, and the only ones that I knew anything about as outstanding (Referring to Exhibits A. and B.).

Mr. KINKEAD: What became of the original stocks of the Standard Oil Company of Ohio, before they entered into the trust?

WITNESS: I have only been Secretary since 1885.

Mr. KINKEAD: Have those ever come into your hands since you were Secretary?

WITNESS: I may have had them, and may have them now, but I have not seen them to identify them.

Mr. KINKEAD: You say you haven't seen them?

WITNESS: To identify them.

Mr. KINKEAD: Do you know, Mr. Squire, what was done with reference to the shares of stock of the Standard Oil Company, or with the shares of stock when they entered into the trust?

WITNESS: I don't, as I have only been Secretary since 1885.

Mr. KINKEAD: Do you or do you not know, that the practical manner by which the stock got into the hands of the trustees, was as as follows: That all the owners of the stock of the Standard Oil Company after signing the trust agreements, surrendered their stock to the Standard Oil Company, and thereupon one certificate for 34,993 shares was issued to the trustees of the Standard Oil trust?

WITNESS: That is the common course.

Mr. KINKEAD: Have you ever seen those certificates?

WITNESS: Not to identify them.—I would like to add to my answer there—"Otherwise there would be an over-issue of stock; and there has not been any over-issue of stock since I have been Secretary."

Mr. MONNETT: Were these amounts that you have approximated in your answers on cross-examination, entered on any account book, ledger or journal?

WITNESS: I suppose they are.

Mr. MONNETT: The same one that I called for this morning—the same set of books?

WITNESS: I could not say that.

F. B. SQUIRE.

Hearing thereupon adjourned.

ALLAN T. BRINSMADE,
Special Master Commissioner.

281 And afterwards, to-wit, on November 25, 1898, the following answer to motion was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ON RELATION OF THE ATTORNEY GENERAL,
Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Answer to Motion.

The Standard Oil Company, for answer to the motion or application of the Attorney-General filed herein on the 17th day of November, 1898, says:

First. That said company has, during the period named in and covered by said motion or application, transacted no business with the liquidating trustees of the alleged Standard Oil Trust, and has not now, and never has had, any books showing the transaction of any such business that it has no books, nor ever has had, showing any dealings of the stockholders of the defendant company, or showing any relations or mode of doing business, with either The Buckeye Pipe Line Company, The Ohio Oil Company, The Union Tank Company, or any other alleged constituent companies comprising said alleged trust; that no business has ever been done by said company with the liquidating trustees of the alleged Standard Oil Trust: that it does not sustain any relations to The Buckeye Pipe Line Company, The Ohio Oil Company, nor has it now, no- has it ever had, any books showing any such relations, except that it has at times purchased crude oil from said The Ohio Oil Company in the open market, has received crude oil at its refineries at Cleveland, Ohio, through the pipe lines of The Buckeye Pipe Line Company, paying the usual and customary rates of pipeage thereof, in transporting crude and refined oil by rail, it has used cars of The Union Tank Line Company furnished it by the railroad companies over which it transports the same, for which it has paid said railroad
282 companies their regular tariff rates on freight: that it has no dealings with said The Union Tank Line Company except that it orders such cars as it may from time to time need through the agent of said line, and whenever cars of said company are detained by it beyond the period fixed by the rules of the Car Service Association it pays regular demurrage therefor as for other cars, in accordance with the rules of said association: that it has not, and never has had, any books showing any dealings with said Tank Line Company except memoranda of the cars so ordered and of demurrages so paid by it for detention thereof.

Second. The defendant further says that by article 1 of the bill of rights of the Constitution of the State of Ohio, Section 10, it is provided that:

"No person shall be compelled in any criminal case to be a witness against himself, or to be twice put in jeopardy for the same offense."

And in article 1, section 14 of said bill of rights, it is provided that

"The right of the people to be secure in their persons, houses,

papers and possessions against unreasonable searches and seizures shall not be violated, etc."

And the defendant says that under said articles of said Constitution of said state this defendant can not lawfully be required to comply with said order which the Attorney General in his said application requests the court to make.

Third. The defendant further says that article LV of the Constitution of the United States provides that:

"The right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures shall not be violated, and no warrants shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the places to be searched and the persons or things to be seized."

That article V of said amendments provides, among other things, that:

"No person shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty or property without due process of law."

That article XIV of the amendments to the Constitution of the United States further provides, among other things, that:

"No state shall make or enforce any law which shall abridge the privileges or immunities of the citizens of the United States nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws."

283 The defendant further says that in this proceeding the order asked by the Attorney General against this defendant, if made by the court, will be in violation of the rights guaranteed to this defendant by said amendments to the Constitution of the United States.

Wherefore defendant protests against the granting of the order asked.

KLINE, CARR, TOLLES & GOFF,
Attorneys.

LAWRENCE T. NEAL,
Of Counsel.

THE STATE OF OHIO,
Cuyahoga County, ss:

F. B. Squire, of lawful age, being duly sworn, upon his oath says that he is the secretary of the defendant, The Standard Oil Company, duly elected and qualified, and that each and all the averments and statements of fact hereinbefore set forth are true.

F. B. SQUIRE.

Subscribed and sworn to by said F. B. Squire before me this 22nd day of November, A. D. 1898.

H. O. JONES,
Notary Public.

284 And afterwards, to-wit, on November 25, 1898, the following reply to answer of defendant to motion was filed.

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. F. S. MONNETT, Attorney General, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Reply to Answer of Defendant to Motion.

F. S. Monnett, Attorney General, by way of reply to the answer of the defendant to the Motion of Relator for an order for the production of the books, says:

First. That he denies that the defendant has not books showing any relation or mode of doing business with The Buckeye Pipe Line Company, The Ohio Oil Company, The Union Tank Line Company, and denies each and every other allegation in said answer contained not herein specifically admitted.

Second. For a further reply Relator says that by answer Eleven to the Interrogatories submitted to John D. Rockefeller there are 20 constituuent companies represented in the Standard Oil Trust: that there yet remains unredeemed 377,247 trust certificates: that among the 20 constituent Companies of said Trust he names the Buckeye Pipe Line Company with a capital stock of Ten Million Dollars, which has been increased from Six Million since the decree of this court.

Said President also gives The Ohio Oil Company as one of the producing Companies with a capitalization of Two Million Dollars. The Solar Refining Company, with a Capitalization of Five Hundred Thousand Dollars: The Standard Oil Company of Indiana with a Capitalization of One Million Dollars: The Standard Oil Company with a Capitalization of Three Million Five Hundred Thousand Dollars; The Union Tank Line Company with a capitalization of Three Million Five Hundred Thousand Dollars.

The testimony of Mr. Squires claims that they distributed shortly after this decree, March 17, 1892, 92% or Three Million and upwards Dollars of assets. The supplimental answer 284½ as given by Mr. Rockefeller under said interrogatory 23, shows that these other constituent companies declared enormous dividends, engaged in the same business with defendant company, only exercising different functions for the same general purpose and by such united action they distributed Twenty-four Million dollars and upwards just prior to November 9th, 1897; that the evidence adduced tends to show that the alleged transactions with the Buckeye Pipe Line Company, Solar Refining Company, The Ohio Oil Company and the Union Tank Line Company, and the other constituent companies, were used purely as blinds and assistants to this defendant company to evade the decree of this court; that the same stockholders and directors were interested in each of said constitutent companies and this evasion was a mere matter of book-

keeping and that the accounts of the defendant company when properly produced to this court will fully show the co-operation and combination and colusion now and heretofore existing for the last six years for the purposes of blinding and deceiving this court and for evading this decree.

Third. Your relator further says in reply to said answer that said Company its officers and agents, if it ever had any right to conceal such information from this court, has waived the same in this behalf to-wit: it has heretofore both in answer to written interrogatories and by testifying in parol through its agents, stockholders and officers, disclosed to this court a part of the exact transactions of which it now claims to be criminally concerned without claiming this privilege: that said company through its officers and agents has by its answer in this contempt voluntarily entered into this subject matter, and by its answers aforesaid disclosed its version or construction of said procedure and is now estopped and barred from claiming the privilege of showing the source of its information, even should the same expose the said company, its officers, agents and attorneys to criminal charges.

F. S. MONNETT.

285 And afterwards, to-wit, on November 26, 1898, the following demurrer to reply to answer to motion was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. Attorney General
vs.
THE STANDARD OIL COMPANY.

Demurrer to Reply, to Answer to Motion.

The defendant, The Standard Oil Company now comes and demurs to the "second" reply of the plaintiff to the answer of the said defendant, to the motion of the plaintiff, which said reply was filed herein on the 25th day of November, 1898, and for the ground of its demurrer says, that the facts therein stated are, upon their face insufficient in law to constitute a reply to said answer, or to any branch of the same.

KLINE, CARR, TOLLES & GOFF AND
LAWRENCE T. NEAL,
Attorneys for Defendant.

286 And afterwards, to-wit, on December 6th, 1898, the following entry was made by said court on motion by relator to compel production of books, etc:

THE STATE OF OHIO ex. Rel. Attorney General
vs.
THE STANDARD OIL COMPANY.

Motion by Relator to Compel Production of Books in Cause No. 2294, on the General Docket.

On Motion of the Relator to Require the Secretary of the Company, F. B. Squires, to Produce Books Before the Special Master Commissioner Heretofore Appointed in this Case.

This day this matter came on to be heard on the motion, the answer thereto, the reply and the demurrer thereto and was argued by counsel and submitted to the court. On consideration whereof the court is of the opinion that the said witness should be required to produce before the said master as requested by the relator, its books of account and other books relative thereto, showing its gross earnings from March 2, 1892, to November 9, 1897, and what has been done with the same, and to whom the same have been distributed for each year since the date of the former judgment in this case March 2, 1892; and also the distribution of a dividend made March 17, 1892; and so orders.

And it is further ordered that the master commissioner proceed with all convenient speed to make an examination of said books, under the direction of the Attorney General, and incorporate in his report the facts showing what have been the gross earnings of the defendant since March 2, 1892, to November 9, 1897, and such other evidential facts disclosed by the examination as are pertinent to the issue. To all which the defendant excepts.

In all other respects the motion is overruled.

Order Book 16, page 230.

287 And afterwards, to-wit on December 30th, 1898 motion for application for issuing of further process and notice filed:

In the Supreme Court of Ohio.

No. 2294.

THE STATE OF OHIO ex Rel. Attorney General, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Application for Issuing Further Process.

And now comes the plaintiff and moves the court for an issuance of a subpœna *duces tecum* to the officers, agents and employés of the defendant company, requiring them to bring their books and records into open court and to require the said attendance of said officers, agents and employés as may have had charge of the offices at Cleve-

land, Ohio since the date of the decree in this action of 1892, for the purpose of disclosing to the court the true workings of said corporation in reference to the decree herein. Said State asks for this order for the following reasons:

First. That the Attorney General's Department had for the fiscal year 1898 ending February 1899 but a limited appropriation for contingent expenses; that the defendant company refused to have the testimony of the President taken at Cleveland, Ohio and the Attorney General was obliged to be at great expemse in getting testimony in the City of New York; that the President of said Company did not produce the books and refused to produce the books in said General Office at No. 26 Broadway New York City; that as it appears of record the State has made repeated efforts to obtain evidence and books ordered to be produced by the court by such officers at the City of Cleveland, until all of the appropriation for contingent expenses has been entirely exhausted and has no means to further pursue the dilatory tactics adopted by the defendant company of questioning the authority of the court's order.

Second. It will appear manifest to the court from the record that the Referee, Allen T. Brinsmade, has yielded to the applications for continuance and delays, over which the State has no control, and the said Referee's theory of his power renders it absolutely
288 *u*mpossible to furnish the court the necessary information by reason of said delay permitted by said Referee and demanded by said defendant company. The State is informed and believes that many of the valuable records and documentary evidence have already been destroyed since the former adjournment of said Referee, to-wit: on or about November 15th, 1898 and the order of said Court on December 7, 1898; that as it appears of record the Referee is wholly powerless to produce any witnesses before him or any books or orders and that the officers, agents and employés of said company wholly refuse to obey the process of a Notary Public and evade the process issued b*u* said Referee: That it is further manifest from the proceedings for the last year in attempting to bring before this court the evidence ordered by this court to be produced, which should have been furnished by the defendant company within one week's time, has been refused this court by a systematic delay.

Wherefore plaintiff prays the court for an issuing of process direct from this court for the officers and employés and agents as above requested to appear before this court with such books and papers as may be required by the plaintiff.

And plaintiff further asks the court to rescind the former order of appointing the Referee Allen R. Brinsmade herein and that the testimony may be taken directly in open court as above asked for.

F. S. MONNETT,
Attorney General.

E. B. KINKEAD,
S. W. BENNETT,
Of Counsel.

An application for the hearing of the above motion will be made to the Supreme Court of the State on Thursday, January 5th 1899

at 8.30 o'clock A. M. or as soon thereafter as the plaintiff may be heard.

——— ———,
Attorney for the Defendant.

Service of the above notice is hereby acknowledged this 30th day of December 1898 at 4.15 P. M.

LAWRENCE T. NEAL,
Of Counsel for Defendant.

289 And afterwards, to-wit, on January 4th, 1899, the following transcript of proceedings before Special Master Commissioner was filed:

290 In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. the Attorney General
vs.
THE STANDARD OIL COMPANY.

Proceedings Before the Commissioner December 22nd, 1898.

The hearing in the above entitled cause, before Commissioner Brinsmade, was resumed Thursday December 22nd, 1898, at the office of the Commissioner in the Case Building, Cleveland, O.

Present: On behalf of plaintiff, the Attorney General and Mr. Kinkead. On behalf of the defendant Virgil P. Kline, Esq. and Mr. Neal.

Mr. KLINE: What are we here for?

Mr. MONNETT: I telephoned Mr. Brinsmade and asked him if it would be convenient to go on Thursday morning. He said all right. I said "I will be there perhaps Wednesday, perhaps Thursday."

Mr. BRINSMADE: It never occurred to me but what you had telephoned Mr. Kline.

Mr. KLINE: The first I knew of it was the information I got from the morning papers.

Mr. MONNETT: You always gave the notice before, Mr. Brinsmade, and that is the reason I did not.

Mr. KLINE: Who are the witnesses?

The COMMISSIONER: Mr. Squire, Mr. Rockefeller and Mr. Severance.

Mr. KLINE: I don't know anything about Mr. Severance. I don't think he has been here a day for two or three months. I know Mr. Squire has been out of the city for ten days with his wife and children, and expects to be back the 3rd or 4th of January. As far as Mr. Rockefeller is concerned, I don't know where he is. He was here during the entire taking of the testimony before.

Mr. MONNETT: Was Rockefeller here before?

291 Mr. KLINE: Certainly. Squire and Snider were present during the entire taking, and Mr. Rockefeller was in the city during that time, and subsequently joined his wife and children, as he usually does, in Kansas. I haven't seen him since.

The COMMISSIONER: I will ask Mr. McMahon to state in regard to Mr. Severance. What did you ascertain with regard to him?

Mr. MCMAHON: I ascertained the fact that I couldn't get any information where he was in any city, village or town, anywhere that I could telegraph to him or get any other service upon him. They did not know where he was.

Mr. MONNETT: What means did you take to ascertain his whereabouts?

Mr. MCMAHON: I went to the offices of the different gentlemen, and also to the residence on Prospect Street of Mrs. Card, and the lady at the door said they didn't know any of the people. I take it it was Mrs. Card's.

The COMMISSIONER: How about Mr. Rockefeller?

Mr. MCMAHON: I could not find him. I made inquiry at the Standard Oil offices, and could get no direct information.

Mr. KLINE: I haven't seen Mr. Rockefeller for six weeks, not since we took the testimony before. I haven't seen Mr. Severance for a like time. I did know Mr. Squire was away.

The COMMISSIONER: I understand the Supreme Court—in fact this order says that this testimony should be taken as speedily as possible.

Mr. KLINE: But you can't jump in in a day and subpœna witnesses that are absent, and have been, and say anybody is delaying it. Give your notice.

Mr. MONNETT: We have no power to give notice. We gave it to the Referee, and he gives notice to all parties.

Mr. KLINE: The notice requires a reasonable notice, necessarily should be so.

Mr. MONNETT: When did Mr. Squire leave?

Mr. KLINE: Ten days or two weeks ago.

Mr. MONNETT: Since the order of this court?

Mr. KLINE: I don't know whether it was since or before. It was without reference to that undoubtedly.

Mr. KINKEAD: Didn't you know this was set for this morning?

Mr. KLINE: No, not until I saw it in the newspapers, that there was a process out for somebody before the Commissioner.

Mr. MONNETT: Heretofore we have always notified the commissioner, and asked him to notify the other side, and gave
292 him three days' notice, and supposed he had notified you.

The COMMISSIONER: It never occurred to me to notify Mr. Kline. I suppose as a matter of course, if the subpœna was served on Mr. Squire, or Mr. Severance, if we hadn't notified him, if they had communicated with him——

Mr. KLINE: I got a telephone message that they wanted me to enter the appearance of the company upon notice to take depositions before a notary public, night before last, for yesterday. I was willing to do that, and did that. That is all the notice I ever have had. I have no doubt Mr. Squire will be here on the third or fourth of January, and answerable to any process or summons; but we can't keep witnesses on tap and drop down at any moment.

Mr. KINKEAD: This last order of the court is a little bit different.

Mr. MONNETT: I am not at liberty to say, but I think the order is forthwith and there shall be no more delay.

Mr. KLINE: We will get notice before testimony is taken.

Mr. NEAL: When testimony is taken before a commissioner the parties agree on the time.

Mr. KLINE: When there might be some understanding that the witnesses would or can be produced.

Mr. MONNETT: I was afraid you would be sending me to Texas.

Mr. KLINE: You had your vacation, and others are entitled to theirs.

Mr. KINKEAD: We sent word to Mr. Monnett to come back, when the order was made, because it seemed to read with all convenient dispatch.

Mr. KLINE: There are other matters than this litigation to be attended to.

Mr. MONNETT: I went through the blinding snow three thousand miles from Texas. Well, there are a lot of other men over there; we will commence on them. What other officers are next in power to Mr. Squires?

Mr. KLINE: You will give some notice, won't you, of the taking of testimony? I object to it being done without notice.

The COMMISSIONER: Is there any objection?

Mr. KLINE: Certainly. I have other engagements that I made counting upon freedom and from annoyance of taking testimony any time this week. I won't consent to take testimony without the usual notice.

Mr. MONNETT: What is that?

Mr. KLINE: Reasonable notice.

293 Mr. MONNETT: Forthwith is the next morning after that decree.

Mr. KLINE: There is no forthwith about it; it is reasonable dispatch. I will object to the taking of any testimony without reasonable notice.

Mr. KINKEAD: I suppose there are provisions for the completion of what we left out. I hate to make another trip; I would like to finish it up next week.

Mr. KLINE: It is impossible. I have already made engagements that will require my attention next week.

Mr. MONNETT: The witness was under process, and it was temporarily adjourned by your own act for the court to pass on. This was on the 7th, and he has been gone two weeks.

Mr. KLINE: As I have already remarked, it is a very simple matter. Mr. Squire will return in a week or ten days. The order does not require anybody but Mr. Squire to produce the books. This subpœna is broader than any order of the court.

Mr. MONNETT: That was a continuous session, and the referee was compelled to suspend because of his belief that he hadn't power without further instructions from the court.

Mr. KLINE: That does not require witnesses to wait at people's elbows.

Mr. MONNETT: The court decided, and it was the theory of my co-

counsel that we should proceed at once, and on the strength of that I came at all convenient speed myself, and I had State engagements, and I notified the Master at the earliest possible date I could, and he said it would be all right. He was here, and the attorneys were here, and I told him at least three witnesses that I wanted, and that there would be others when I got there.

The COMMISSIONER: That is right.

Mr. KLINE: There is nothing that requires Mr. Squire to wait the convenience of anybody. You were gone ten days or two weeks after that entry was made; at your convenience, you named the time. He isn't here, and hasn't been, but he hasn't gone away to avoid process.

Mr. MONNETT: I was gone four days after the decree.

Mr. KLINE: Whatever time it was, there is nothing in the order that requires the witness to be at the elbow of the Master, or to abstain from going away, or tending to his buisness, and without the slightest notice that any such proceedings was going to be had, he has been away, and still is, but as I said, he expects to return the third or fourth of January. That is the most I can say.

294 The COMMISSIONER: Is there any possibility as to Mr. Severance or Mr. Rockefeller being here?

Mr. KLINE: I haven't the slightest idea. I haven't seen him to exchange a word for a month. You know he has practically given up his residence here, and has for a year or so.

The COMMISSIONER: I haven't seen him myself for several months. I had an impression he was in Europe, but I may be mistaken.

The COMMISSIONER: I will state what I will do. I will use extra exertions to procure the attendance of Mr. Rockefeller and Mr. Severance if they are here at the holidays or the third or fourth of January, which would by the week following.

Mr. MONNETT: I would like to go on now and take the rest of the witnesses there.

Mr. KLINE: I object to any evidence being taken without notice.

The COMMISSIONER: What is the objection?

Mr. KLINE: I want notice and time for preparation.

The COMMISSIONER: I will give notice now.

Mr. KLINE: When?

The COMMISSIONER: This afternoon or tomorrow morning.

Mr. KLINE: That is not reasonable notice. I have made other engagements; made not with a view of avoiding engagements of this character, but because I have to keep them.

Mr. MONNETT: I ask the Referee to proceed.

The COMMISSIONER: I will say myself to the Supreme Court, if you think there is anything to be said, that the subpœna was duly issued, and witnesses were out of the City.

Mr. MONNETT: There are other witnesses. That does not prevent our going on.

Mr. KLINE: I want notice of the time and place where further testimony is to be taken, and it has got to be a reasonable notice. I don't think tomorrow is a reasonable notice. As I explained before I have imperative engagements, not in connection with this matter at all, that I must keep. Nothing can be accomplished——

The COMMISSIONER: Mr. Neal can remain over.

Mr. NEAL: I must return home.

The COMMISSIONER: Mr. Kinkead suggested that we take them holiday week.

Mr. KLINE: We can't do it.

The COMMISSIONER: I said I thought you would be willing to accomodate him, because that is his week off in the college.

295 Mr. KLINE: Ten days ago I agreed to be in New York with respect to a case that is to be tried there, and give the time to it between the holidays, and make any appointments with witnesses and parties and attorneys, so if I am going to have any time at all I expect to work that week in that case.

The COMMISSIONER: A case to be heard in New York?

Mr. KLINE: Yes. If parties had been consulted and the convenience of attorneys as well as parties, everything might have done arranged here.

The COMMISSIONER: I may be in error, although I thought the Attorney General would notify you.

Mr. MONNETT: We served notice to the Master, as we have done in each instance and you notified them.

Mr. KLINE: It has been done heretofore by agreement, and to suit the convenience of everybody, and that is what ought to have been done this time, and what might have been done in the ordinary course of practice, where parties are liable to be away or counsel engaged.

Mr. MONNETT: Saturday I first notified the Master by telephone and served notice for depositions the same night on Mr. Neal.

Mr. NEAL: Monday night.

The COMMISSIONER: I had a telephone from the Attorney General.

Mr. KLINE: I didn't make objection to that. It was an unreasonable thing, but I accepted service or ordered it.

The COMMISSIONER: I am ready to proceed. That is all I have to say. If counsel have such engagements that they say they cannot be here that is one thing the gentlemen ought, it seems to me, agree upon between themselves.

Mr. KLINE: Mr. Squire knows nothing about this proceeding.

Mr. MONNETT: He guessed at it when he refused to answer.

Mr. KLINE: He couldn't guess, when you were selecting your own time.

Mr. MONNETT: May be the books are tied up somewhere for us.

Mr. KINKEAD: What shall be done in the way of making examination; shall *be* proceed to the company's office?

Mr. KLINE: No, sir. Without the witness, you mean?

Mr. KINKEAD: With the witness.

Mr. KLINE: I can't dictate that, you know. There is no use crossing that bridge until we get to it.

Mr. KINKEAD: That would be most convenient.

296 The COMMISSIONER: We will adopt such plan as seems to be most convenient at the time. I saw Mr. Belford, and probably there will be no objections to our taking it over there at his office.

Mr. KLINE: Those things are practical matters; we won't have any difficulty about that. I expect to leave here Monday.

Mr. MONNETT: We are ready to go on this afternoon or tomorrow morning.

Mr. KINKEAD: Mr. Squire isn't come-at-able. We will take the next best man or some one in his stead.

Mr. MONNETT: Who is the next man in power?

Mr. KLINE: I have no idea.

Mr. KINKEAD: Have you ledgers for the year, and can you turn to the net earnings

Mr. KLINE: I wouldn't know them if I say them. There is a proper way to do it. Get service, and we will either produce or take the consequences.

Mr. MONNETT: How about Martin Snider?

Mr. KLINE: I object to going forward without notice with any witness.

Mr. MONNETT: Give notice for tomorrow morning.

Mr. KLINE: That is not reasonable notice, and I shall object to tomorrow morning.

The COMMISSIONER: If counsel say professionally that they have engagements whereby they cannot, that is one thing; otherwise I should make an order that we would proceed tomorrow morning at 9:30 to take such witnesses as you might give the names of to have subpœnaed.

Mr. KLINE: That will be impossible. In the first place it isn't reasonable notice; in the next place it is impossible. It accomplishes nothing. What they are entitled to is the production of the books through Mr. Squire.

Mr. MONNETT: Anybody.

Mr. KLINE: I expect to make whatever question there is in respect to him. He is the party that is in custody of the books under order of the court. The court has assumed he had control.

Mr. MONNETT: I would like to have Mr. Snider, because Mr. Squire said he had charge of the books, in his answer and that he didn't know anything about them, weren't in his department or under his control.

Mr. KLINE: That will be impossible. The notice is not reasonable enough.

The COMMISSIONER: You ought to waive any technical objection. These gentlemen are here.

297 Mr. KLINE: The usual way to do is to suit the convenience of everybody and fix the time. If these gentlemen haven't done so, and no notice has been served——

Mr. MONNETT: There is no provision for notice except to the Master and we served that.

Mr. KLINE: It is a mere matter of convenience to some and inconvenience to others, and it is the convenience of all that should be consulted.

Mr. MONNETT: We have a notary, we will go on under him.

Mr. KLINE: I accepted service on that notice. I am not trying to throw any obstacles in the way. All I want is that when it is

done at all it should be done at the convenience of people whose rights should be consulted.

The COMMISSIONER: Is there any reason, Mr. Monnett, why you want to proceed?

Mr. MONNETT: Yes, sir, because the court wants it done expeditiously. We ask for tomorrow morning and I will give the names of Martin Snider and some others.

Mr. KLINE: We object to proceeding under any such notice. There is no objection to agreeing on a reasonable time.

The COMMISSIONER: If counsel say they want a reasonable time to prepare——

Mr. MONNETT: We have been a year and two months in getting about three days' testimony by this kind of procedure. It has taken four weeks to get one question answered,—objection because the notary hadn't power; today they hadn't any notice; tomorrow morning ain't notice enough—are we to be trifled with?

Mr. KLINE: As far as taking the testimony is concerned, you have had every opportunity. Witnesses have been produced, and records have been produced, and you have taken days and days to ask questions that were absolutely impertinent.

Mr. MONNETT: We ask for tomorrow morning, for Mr. Snider, and that he furnish the other names of whoever has charge of the books.

Mr. KLINE: We are not going into a general scramble. There are certain books you are entitled to under that order, and Mr. Squire is custodian according to the court.

Mr. MONNETT: We ask for the witnesses tomorrow morning, for the books of the different departments and for Martin Snider. It doesn't take the secretary to read what is in the books; they speak for themselves.

Mr. KLINE: Time and again courts have held that an order upon a man who has not custody of the books is invalid, and the
298 court has found that Mr. Squire is the custodian of the books.

Mr. MONNETT: They have not modified the original decree.

Mr. KLINE: They have construed it.

The COMMISSIONER: It appearing to the special master Commissioner that there being a misapprehension as to the fact of notice to the attorneys for the defendant company, and the principal attorney for said company having stated professionally that he cannot at this time or the day following proceed with the taking of testimony by reason of having no knowledge of the taking of testimony upon this day, and having such professional engagements as necessitates his presence elsewhere; it further appearing from the return of the officer to whom subpœnas had been issued that none of the witnesses named in the subpœna could be found, in fact were out of the city, and such witnesses have no knowledge of the time or place of taking testimony, it is hereby ordered that the further taking of testimony in this case be continued until the fourth day of January, A. D., 1899, at the hour of 10 o'clock, A. M. Notice is at this time given to the attorneys of such date, and the request that witnesses be produced at that time, and that the taking of this testimony will

be proceeded with then until completed. This delay cannot be imputed to the attorney General, or his associate counsel Mr. Kinkead, and the facts as herein stated will be respectfully submitted at once to the Honorable Supreme Court.

Mr. MONNETT: To the continuance the State excepts for the reason that the adjournment was caused by the refusal to answer on the part of the same witness, and that the excuse of counsel is not sufficient in law for the continuance.

299 And afterwards, to-wit, on January 5, 1899, the following answer of defendant to motion of relator was filed:

In the Supreme Court of Ohio.

No. 2294.

THE STATE OF OHIO ex Rel. F. S. MONNETT, Attorney-General, Plaintiff,

vs.

THE STANDARD OIL COMPANY, Defendant.

Answer.

Now comes the defendant, and by way of answer to the application filed herein for the issuance of a subpœna or subpœnaes *duces tecum* for the officers, agents and employés of the defendant company, requiring them to bring their books and records into open court, and to require the attendance of said officers, agents and employés as may have had charge of the offices at Cleveland, Ohio, since the date of the decree in this action of 1892, for the purpose of disclosing to the court the true workings of said corporation in reference to the decree herein, says:

1. That it has no books and records, nor has it ever had, which disclose "the true workings of said corporation in reference to the decree herein," save its minute books, its stock certificate books and its stock ledgers; that all of the aforesaid books were produced before the examiner on the demand of the Attorney General at the time the testimony of F. B. Squire, the secretary of said defendant, was taken in Cleveland on November — 1898, when such extracts were taken therefrom and such examination made thereof as were desired by the Attorney General, an entire transcript having been taken of all of the stockholders' and directors' meetings of said defendant between March 2nd, 1892, and November 9th, 1897.

2. The defendant, further answering, says, that the defendant company never refused to have the testimony of its president taken at Cleveland, Ohio, but left it entirely with the State whether it should cross-examine him there or in the City of New York; that the Attorney-General fixed at his own convenience the time for the further cross-examination of the president in said city of New York, and upon notice thereof being given to the defendant by its counsel, the president of said company appeared and was cross-examined by

three different attorneys for the State, said examination covering a period of two days; that the president of said company did not refuse to produce the above mentioned corporate books, but did say
300 that they were in Cleveland, Ohio, and counsel then stated which was made a part of the record during the taking of testimony, that the books above described would be produced at the City of Cleveland; that it is not true that any delay was made by the defendant company at the City of New York in the taking of evidence; that at the close of the second day, a demand was made by the Attorney General, for the first time, for the production of a number of witnesses whom he desired to examine, when he was told that the defendant would not be responsible for their appearance, but that the usual process would have to be served; that on the next day the defendant learned that subpœnas had been, or would be, issued for H. M. Flagler to bring in certain books of the liquidating *y*rustees, and counsel for the state were informed that Mr. Flagler was out of the city and would return on the following Monday morning, but that said books of the liquidating trustees would be open to inspection by the Master and themselves at the office of the liquidating trustees, situated at No. 26 Broadway, New York; that on Saturday morning, the Commissioner, in company with the assistant counsel for the State, Mr. Kinkead, appeared at said building and all the books of said liquidating trustees were produced and examined, and extracts from them made as fully as the said parties desired; that thereupon said assistant counsel for the State expressed himself satisfied with such examination and the hearing in New York was closed, all of which appears by the records.

That later the Attorney-General gave notice that he desired to have an examination of Mr. Squire, at the city of Cleveland; that promptly upon the date fixed the Secretary and the Treasurer of the defendant both appeared, bringing the books aforesaid, and the said secretary was examined, the attorneys for the state taking, as before stated, full extracts from the books so produced as aforesaid; that never until the taking of said testimony had there been any demand for the commercial and business books of this defendant, nor had it had any opportunity until such time to either produce the same; that it immediately, through its counsel, declined to make such production under the demand made, and that advice and refusal was sustained by the Commissioner; that thereupon a motion was made for an order requiring the defendant to produce the books, to which motion reference is had, and which is among the filed of this court in this action; that that was the first application for such purpose that was made to the court, and the first time this defendant had an opportunity to be heard in opposition thereto, and this defendant, again reaffirming each and all of its objections heretofore set forth
301 by answer to said motion, respectfully protests against granting the application for the issuing of a subpœna or subpœnas *duces tecum*, as asked for by the State in its application, as a violation of its rights secured to it by Article 1 of the Bill of Rights of the Constitution of the State of Ohio, Section 10, which provides that:

"No person shall be compelled in any criminal case to be a wit-

ness against himself, or to be twice put in jeopardy for the same offense."

Article 1, Section 14, of said Bill of Rights, which provides that:

"The right of the people to be secure in their persons, houses, papers and possessions against unreasonable searches and seizures shall not be violated, etc."

And the defendant says that under said article of said Constitution of said State, this defendant cannot lawfully be required to comply with said order which the Attorney-General in his said application requests the court to make.

The defendant further says that Article IV of the Constitution of the United States provides that:

"The right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures shall not be violated, and no warrants shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the places to be searched and the persons or things to be seized."

That Article V of said amendments provides, among other things that:

"No person shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty or property without due process of law."

That Article XIV of the amendments to the Constitution of the United States further provides, among other things, that:

"No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the law."

The defendant further says that in this proceeding the order asked by the Attorney-General against this defendant, if made by the Court, will be in violation of the rights guaranteed to this defendant by said amendments to the Constitution of the United States.

3. It is not true, as alleged, that it appears by the record that the referee, Allan T. Brinsmade, has yielded to the applications
302 for continuance and delays made by this defendant.

No such application was ever made except once, and that was at the recent attempt to have a hearing before him. Defendant alleges that no notice was given to it of such proposed hearing as required, and that the first notice it had of the same was from the evening papers of the day before the hearing was set, stating that certain witnesses had been subpœnaed to appear before said Master; that before the day set for said hearing before said Master, and for two days thereafter, the said Attoeney General was taking testimony in this case against the defendant company before a Notary in the City of Cleveland, under a notice to take depositions, and constant attendance was being had by the defendant's counsel upon such taking of evidence.

Defendant further says that it is not true that valuable records and documentary evidence have been destroyed by this defendant, or that any records or documentary evidence have been destroyed by it

with any reference to this proceeding or that could have any possible connection therewith; that it is absolutely false that any books, records or documentary evidence have been destroyed as alleged by the relator in his said application.

Defendant further says that it is not true that said referee is wholly powerless to produce any witnesses before him, or that said defendant company wholly refuses to obey the process issued by the notary and evades process issued by the referee; but on the contrary, it is true that the -resident, secretary and treasurer of said company have voluntarily appeared before said referee, the latter of whom was present during the entire examination of Mr. Squire, the secretary, but was not called as a witness, though his presence was known to the Attorney-General.

Wherefore defendant protests against the granting of the order asked, and, still protesting against the order heretofore made upon the motion for an order to produce books, for the reasons alleged in the answer, asks that the same be vacated and set aside.

KLINE, CARR, TOLLES & GOFF,
Attorneys for Defendant.

THE STATE OF OHIO,
Cuyahoga County, ss:

F. B. Squire, being duly sworn, says that he is the secretary of The Standard Oil Co., and that the averments of the foregoing
303 answer are true as he verily believes.

F. B. SQUIRE.

Sworn to before me by the said F. B. Squire, and by him subscribed in my presence, this 4th day of January, A. D. 1899.

T. H. BUSHNELL,
Notary Public, Cuyahoga Co., Ohio.

304 And afterwards, to-wit, on January 5th, 1899, the following affidavit of S. H. Tolles was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. F. S. MONNETT, Attorney General,
vs.
THE STANDARD OIL COMPANY.

Affidavit.

THE STATE OF OHIO,
Cuyahoga County, ss:

S. H. Tolles, of lawful age, being first duly sworn, upon his oath says that he is an attorney at law, and a member of the firm of Kline, Carr, Tolles & Goff, attorneys for the defendant in the contempt proceeding herein; that regardless of the orders heretofore made appointing a commissioner before whom parties to this contempt pro-

ceeding were directed to take their evidence in this action, the Attorney General, late in the evening of December 19th, 1898, served notice upon affiant's firm that depositions would be taken in this proceeding in the office of Harry C. Mason in the City of Cleveland, on the 21st day of December, 1898, and caused subpœnas to be issued by the said Harry C. Mason, as notary public, for sundry witnesses to appear before him at that time.

That said Harry C. Mason is in fact one of the attorneys for the state, being one of the counsel appointed under the provisions of law by the Food Commissioner and the Attorney General to represent the state in prosecutions brought for violation of the pure food laws.

That thereupon, at the time fixed in said notice, and over the protest of affiant as such counsel, the Attorney General proceeded to examine witnesses before said Mason acting as such notary public;

305 that there were present on said day at such hearing Victor Bjorklund, an engineer, Charles Anderson, a fireman, Denman Bolton, a night watchman, C. A. Birch, a night watchman and Nels Anderson, a fireman, all in the employment of The Cleveland Arcade Company, of Cleveland, Ohio, who were examined upon some supposed theory that some books of the defendant had been burned under the boilers of said Arcade Company.

In addition thereto one Ludwig Darmstaetter, a Bohemian Rabbi, was examined by the Attorney General, and testified that, being one evening in a saloon, he overheard some Bohemians talking about hauling papers and books from the Euclid Avenue office of this defendant to its works.

There were called by him, also, one Edward O'Hearn, a teamster in the employment of this defendant, and one Cornelius O'Hearn, employed in the car shops of this defendant, to prove that on or about November 19th, they assisted in hauling some boxes and sacks of loose paper from defendant's office to the warehouse at its No. 1 Works.

The hearing then adjourned to the following days, Thursday.

Thursday morning the Attorney General produced Emanuel Pollack, a saloon keeper, from whom Edward O'Hearn rented rooms, who testified that when O'Hearn the teamster returned home on the evening of November 19th, being a little late, he said he had been hauling some boxes.

Also a witness, John McNerney, whose testimony occupied about thirty printed pages, testified that on the morning of November 19th, he assisted in burning up some books and papers at one of the furnaces of the defendant; went down to the block later in the day and hauled some boxes and sacks of loose paper to the warehouse, and on Monday morning assisted in burning sacks of loose paper and some of the contents of the boxes in one of the defendant's furnaces. He wound up his testimony with the statement that there was no secret about the transaction; that all the employés of the car shops knew of the burning, and supposed and understood that what was being burned was waste paper. The witness further testified that the burning was done in the forenoon in broad daylight,

and in the presence of the hundreds of employés of the defendant's car shops.

At the conclusion of the taking of the testimony of McNerney the hearing was adjourned until four o'clock, at which time
306 the Attorney General examined Charles C. Hogan, superintendent of the defendant's No. 1 Works, who testified as to the burning of waste paper and impression books, and to the fact that there was nothing unusual in the transaction.

Thereupon, it having appeared in the testimony of the witnesses examined that one Moran, an employé of the defendant, assisted McNerney in the work done by him, and they had been designated for this service by George Field, foreman of the defendant's car shops, and that men named Gabeline, Shaff and Becker assisted in the teaming of the boxes from the defendant's office to the works, the Attorney General announced that they had been endeavoring to serve these people with process but were unable to do so, and would be obliged to adjourn until the next day, Friday morning at 10 o'clock, intimating, as usual, that the defendant was keeping these witnesses hidden.

Thereupon affiant produced the witnesses Moran and George Field for examination by the Attorney General, and also, having ascertained the names of the firemen at each of the furnaces at which burnings were had, and of the clerk who had superintended the burning at one of the furnaces, Mr. Hogan having superintended it at the other, produced to the Attorney General the two firemen and the clerk in charge, whose name was Stanbury. Gabeline, Shaff and Becker not being then at work for the defendant affiant was unable to produce them.

Thereupon on the morning of Friday the Attorney General examined the witnesses Field and Moran, but declined to examine the firemen and clerk, who were the only other persons who had anything to do with the transaction directly, but, inasmuch as affiant had failed to get the witnesses Shaff, Gabeline and Becker, announced that they were the only ones whom he really cared to examine, and the hearing was adjourned until these witnesses could be found.

Thereupon affiant, having ascertained the homes of the witnesses Gabeline and Shaff, sent for them so that they might be examined, desiring that any person who knew anything about the transaction might be accessible to the Attorney General; but on inquiry at the office of Mr. Mason it was learned that the hearing had been adjourned until Saturday morning at 9 o'clock; that upon attending said hearing at said hour it was ascertained that the Attorney General had, the night before, left the City.

A transcript of the evidence given by the witnesses examined by the Attorney General before the Notary Public is annexed
307 to and made a part of this affidavit so that the court may see the character thereof.

Affiant believes that said pretended taking of depositions was not done in good faith, with the design of using same in court, and that none of the matters therein contained are material, relevant or

important to any issue in this action, but believes that the same were taken without design of using them as evidence herein, but merely as a fishing expedition.

That during the taking of said testimony, and upon December 22nd, 1898, at about 10 o'clock, the Attorney General said to affiant that it was then time to adjourn and go over to the Commissioner who was ready to begin taking testimony. Affiant replied that the defendant had had no notice that the taking of any testimony before the commissioner was designed, except as the statement had appeared in the morning paper of that day that the Attorney General was that morning going to have the books of the defendant produced and examine its officers, and the Attorney General left the office of the Notary to attend said hearing.

Affiant was not present before the commissioner, but attaches hereto and makes a part hereof a stenographic account of what took place at that time.

S. H. TOLLES.

Sworn to before me by the said S. H. Tolles, and by him subscribed in my presence this 3rd day of January, 1899.

C. H. GALE,
Notary Public.

308 And afterwards, to-wit, On January 5th, 1899, the following affidavit of Charles C. Hogen on motion for further process filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. F. S. MONNETT, Attorney-General, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Affidavit.

THE STATE OF OHIO,
Cuyahoga County, ss:

Charles C. Hogen, of lawful age, being duly sworn, upon his oath says that he is in the employment of the defendant, and has charge of the mechanical department of its No. 1 Works; that he has been in the employment of the company since November, 1878.

During all that time it has been the practice of the company, currently, every two or three months, to burn up accumulations of waste papers and books from its general offices, the quantity of material thus burned having been currently much larger prior to 1891 than since that time, by reason of the fact that at about that date the company's business became largely reduced.

It is the practice at the company's office to keep all invoices, reports and other like transactions in tissue paper impression books, which are kept during the current month and until the transactions therein contained get on to the company's regular books, after which

time they are useless, and at the end of the current month, after the book entries are made, are thrown aside. These books, together with accumulations of reports, incoming invoices which have been transferred to vouchers, and other accumulations of waste paper have been during all the time of affiant's connection with the company at current intervals destroyed by fire. This has been the case with all the waste accumulations, except such as had one blank side and could be used over again, which is sent to the printing department, cut up and worked into pads for miscellaneous purposes. A con-
309 siderable quantity was formerly burned at the boiler of the company's candle works. The furnace, however, being of small capacity, three or four years ago, while waste paper was being burned there, fire was communicated to the works and they were burned down. Since that time all refuse has been burned at No. 1 works, either at the cooper shop or the pumping station boilers, the capacity of the furnaces at those places being larger and the burning attended with little risk. During the time of my connection with the company, portions of the refuse material have been burned at the No. 1 works, and since the date last named all has been burned there. Prior to 1889 the material there destroyed was burned at what was known as No. 1 boilers, which were then located directly in the rear of the company's office at the works and conveniently adjacent thereto. In 1889 those boilers were dismantled, leaving the only places for such burning, the boilers at the cooper shop and the pumping station. Affiant has seen such burnings during those years a large number of times.

Prior to 1896, the general offices of the company, on Euclid Avenue, occupied five floors of the Standard Block, so called, and had a large quantity of vault room, in which were stored accounts and records of the business dating back prior to the organization of the defendant corporation, and to the time of Rockefeller, Andrews & Flagler, in 1863. In 1896, the general offices of the company were consolidated upon two floors of the building it had formerly occupied, so that it became necessary to find a storage place for a large quantity of these accumulations, which were then brought out and placed in the old warehouse at No. 1 works, and thereafter, from time to time, such records and books as were not of the character above described as currently destroyed, were brought out and placed in the warehouse, so that its capacity became crowded. These books were loaded into wagons, brought out and stacked up in the warehouse, and, being crowded for room, affiant applied to the auditor of the company to make some disposition of old records, account and letter books, of which in his judgment there were at least twenty cords piled up in the warehouse, so as to get them out of the way, and received in reply to his complaint a communication from the auditor of the company, bearing date March 15, 1898, which was as follows:

"Mr. C. C. Hogen, No. 1 Works.

Subject: Storing Books and Papers.

DEAR SIR: Referring to your favor of March 14, Mr. Kline says that we may destroy all books of account, vouchers, as well as
310 miscellaneous books, reports, etc. that are over six years old. I believe, however, that we had better modify this somewhat, and that you had better keep all books of account, mainly ledgers, journals and cash books, that are not more than ten years old, for the present at least. You may destroy everything that is older. All letter books, letter files and miscellaneous books and reports, cancelled checks, which, I believe, represent the bulk of the stuff stored in the old warehouse you may destroy up to the six year limit. This will reduce the amount of shelving you will require."

Thereupon affiant went through the storehouse and personally superintended the selection of books and papers for destruction at that time; he personally examined every book of account which was set aside for destruction and destroyed, and of his personal knowledge knows that no book of account which was not more than ten years old at the time was taken out and destroyed. Impression books, letter files, miscellaneous books and reports cancelled checks and papers of that character that were more than six years old he set aside, and had burned with the books of account and other refuse matter thus selected by him.

He knows from his personal examination and selection that there were destroyed no books of account less than ten years old, and no other material less than six years old, all books and papers within those limits remaining in the warehouse; that between that time and November, 1898, from time to time, there was sent out and burned waste material of the kind first herein described, but no books of account, and about November 19, 1898, another lot of refuse matter, which has been spoken of in the testimony taken before H. C. Mason, notary public. The quantity then burned was not larger, nor was its character other than that which currently comes out and is destroyed. Since that time, and while the testimony was being taken before Mason, the notary public, another batch of refuse has been sent out and destroyed at the cooper shop furnace. At none of the times has affiant known of books of account being burned, except at the time above mentioned by him. There never has been secrecy about the destruction of this refuse matter. It has always taken place in open day and in the presence of a large number of the defendant's employés, and conducted by men not specially selected for that purpose, but any of the company's workmen who might happen to be detailed by their foreman therefor. Affiant has never had any directions as to secrecy, nor have any ever been given by him, and he has never known of anything being burned except waste and refuse material.

CHARLES C. HOGEN.

Subscribed and sworn to by said Charles C. Hogen before me, this 3d day of January, 1899.

H. O. JONES,
Notary Public.

311 And afterwards, to-wit, on January 5th, 1899, the following depositions taken by Harry C. Mason, a Notary Public, were filed:

312 *Depositions.*

Depositions taken before me, Harry C. Mason, a Notary Public within and for the County of Cuyahoga, in the State of Ohio, pursuant to the annexed notice, at the time and place therein specified, to be read in evidence on behalf of the plaintiff, in an action pending in the Supreme Court of Ohio, in which the State of Ohio, ex rel. the Attorney General is plaintiff, and The Standard Oil Company is defendant.

HON. F. S. MONNETT,
For the Plaintiff.

Present, 9 o'clock A. M.

VICTOR BJORKLUND, of lawful age, being by me first duly sworn as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. What is your residence and occupation?
A. Victor Bjorklund, Cleveland, Ohio.
Q. What part of Cleveland?
A. Sterling Avenue.
Q. What business are you engaged in?
A. I am an engineer.
Q. At what place?
A. In the Arcade.
Q. Who is your employer?
A. Mr. Malm.
Q. How long have you been engaged there as engineer?
A. I have been there working since last May.
Q. Were you there on the night of Saturday night, December 4th, Sunday night, the 5th, and Monday night, the 6th of this month?
A. Yes sir.
Q. What time did you go there, and when did you leave?
A. I came down Sunday night I think half past 9 or 9; I can't say sure,—from Church down there.
Q. How long did you stay on Sunday night?
A. Till six o'clock in the morning.
Q. When did you come Saturday night?
A. I came at six standard—six o'clock every night.
Q. And stay till six in the morning?
A. Yes sir.
Q. When did you come Tuesday night?

A. The same every night, except Sunday night.

Q. During those days, or about that time, did you overhear any conversation regarding the burning of some books, from anybody?

Objected to.

A. No, I don't hear anything about that; I don't see anything about that, either.

Q. Did you have any talk with anybody about it at any time at all?

Objected to.

313 A. No, no time at all.

Q. Nor saw nothing?

A. No.

Q. You don't know of anybody that had any hand in it?

A. No sir.

Q. Have you heard of it?

A. No, I have not heard of it, either.

Q. Is this the first you heard of it, this morning?

A. Yes sir, this is the first I heard of it; I didn't know anything before.

Q. Who is your assistant there?

A. I am alone in the night-time: the chief is there in the day.

Q. Who is that chief?

A. Mr. Malm.

Q. What is his first name?

A. Albert.

Q. How many engines or furnaces have you?

A. We have five boilers, four engines and seven dynamos.

Q. How many furnaces did you feed?

A. Four.

Q. Who came in there that evening—Saturday, Sunday or Monday night, or any time along there?

A. I don't see any.

Q. Did anybody come in there?

A. Last Sunday night?

Q. No, no; the night of the 5th.

A. No, I don't see any.

Q. Weren't there any drivers of carts in there?

A. Not that I know of.

Q. While you were there?

A. No, I don't see any when I was there.

Q. Nobody there at all?

A. Only the fireman and me was there; I don't see anybody else.

Q. Who was the fireman?

A. The fireman last week was Nels Anderson.

Q. Was that the week of the 5th?

A. What is the day for last week?

Q. That would be two weeks ago last night.

A. Two weeks ago last night? Last week was Nels Anderson.

Q. Who is the other man?

A. Charlie Anderson: he is the other fireman. There are two firemen there.

Q. There was no driver or cart-man or anybody came in there while you was there?
A. No, I don't see any while I was there.
Q. You didn't see any books brought in?
A. No, not at all; we haven't got any fire on Sunday night.
Q. Sunday night, or any other night?
A. Not Sunday night: we haven't got any fire. We have the fire banked after six o'clock.
Q. When did you have the fire again?
A. At half-past three in the morning.
Q. Did you have any fire Friday night?
A. Yes.
Q. Anybody there Friday night?
A. No, I don't see anybody there.
Q. Nor Thursday night before? Did some people come in
314 there to warm themselves?
A. No, I don't see any come in there to warm themselves.
Q. At no time?
A. There might be some—not strangers. I don't see any strangers there.
Q. Who was there to warm themselves this month?

Objected to, as immaterial.

A. This month—I don't see anybody to warm themselves this month. A coal driver came down there; he is a friend of ours.
Q. Who is he?
A. His name is Olson.
Q. Where does he live?
A. I don't know where he lives.
Q. What is his first name?
A. I don't know his first name either. Nels Anderson will know him better than I do.
Q. When was he there?
A. Oh, I don't remember—Saturday night I think he was there last week; that is all I seen him.
Q. Does he live at 131 Croton Street?
A. I don't know at all where he lives.
Q. Whom does he drive for?
A. For Kirby.
Q. Who is Kirby?
A. The coal man.
Q. Does he drive a cart or a wagon?
A. A wagon.
Q. Did you have any talk with him?
A. No, not at all; I don't talk anything to him. He is coming down to see the fireman.
Q. He talked to the fireman?
A. He is a friend to the fireman.
Q. That is Nels Anderson?
A. Yes.

VICTOR BJORKLUND.

CHARLES ANDERSON, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. Your name is Charles Anderson?
A. Yes.
Q. You are fireman at the Arcade, are you?
A. Yes, sir.
Q. How long have you been fireman there?
A. About three years; not quite three years since I started to fire.
Q. Do you know Olson, the coal driver?
A. Yes sir.
Q. O-l-s-o-n: what is his first name?
A. John Olson.
Q. Do you know where he lives?
A. He lives down on Iriving Street.
Q. Did you have any conversation with him down there sometime the forepart of this month, about his hauling some books?
A. No.
Q. Did you have any talk with anybody about his hauling some books to be burned, for the Standard Oil?

Objected to.

A. No, not on that turn.
Q. Is Nels Anderson your brother?
A. No; he is my partner.
Q. Did you have any talk with him about it?
A. No sir.
315 Q. Do you know of their being any books hauled away to be burned?

Objected to.

A. No sir, not——
Q. From anywhere?
A. Not that I know of.
Q. Do you know anybody that did have anything to do with it?
A. No sir.
Q. Did you have any talk with anybody?
A. No sir.
Q. Didn't you have a talk with Olson over it?

Objected to.

A. No sir; I never talked to Olson about any books or any papers at all.
Q. Who else was there?
A. When?
Q. Two weeks ago Monday, or Tuesday, or Wednesday night. Do you know anybody that was there at the furnace, or the engine-room?
A. No. There was nobody down there last week; I was working nights.
Q. Week before last?

A. That is three weeks ago since I was on nights. There was nobody down there; there was no paper burned after six o'clock.

Q. It wasn't burned there: but did you have any talk with anybody that did burn any?

Objected to.

A. No sir.

Q. Who, besides John Olson and Nels Anderson, were there?

A. John Olson is very seldom down there—hardly ever down there, only once a week he dropped in, and maybe not for two or three weeks, when I am there.

Q. Who else was there besides John Olson, while you were there?

A. Nobody besides him, that I know of.

Q. Nels Anderson there?

A. Yes. On the other turn; he changes me off.

Q. Wasn't there any other cart-man or coal-man ever in there?

Objected to.

A. No.

Q. No conversation had in there while you was there?

A. No; Olson never came down there except——

Q. Well, by anybody.

Objected to.

A. He came down from Goff-Kirby's office to take coal down; he used to drop down because he has some friends.

Q. He is a friend of Nels?

A. Yes sir. Since I come down there I know him; that is all I know about him. It is not very often he comes down when I am working—very seldom.

Q. Did you and Nels have any talk of what these fellows said?

A. No sir.

316 Q. There was never anything said in your presence anywhere, either in the saloon——

A. No sir.

Q. Or church, or office, about their hauling any books?

Objected to.

A. I never heard anything about it at all—about any books.

Q. Or papers—any papers?

Objected to.

A. Well, not—no kind of paper except what they take from the baskets. Everybody knows that, because he cleans all the floors from the offices.

Q. Where is Nels Anderson's home?

A. 14 Morris Place.

Q. Do you know a fellow who lives at 131 Croton Street?

A. That is Ole Yengling, I suppose; he runs the freight elevator down there.

Q. Y-e-n-g-l-i-n-g?

A. I can't tell; he is a Bohemian, and I can't tell myself.

Q. Where does he work?
A. He runs the freight elevator.
Q. In the Arcade?
A. Yes sir.
Q. How long has he worked there?
A. He started in sometime last summer; I don't remember when; he has not been there very long.
Q. Did you ever have a conversation with him about——
A. I never talked with him about it. There is nobody comes down to our place in the boiler room; we are alone almost all the time.
Q. You think he lives at 131 Croton?
A. I don't know the number, but I know he bought a house down there last summer.
Q. Do you know anybody else around there, of the employees? who else are there working there at the Arcade, around the engine room? Do you know the names of any others?
A. That is all I know—the greaser and the engineer.
Q. Who are they? Malm—he is the engineer?
A. Yes.
Q. Who is the greaser?
A. John Sanghrin.
Q. Where does he live?
A. On Prospect Street in a boarding house; I don't know the number.
Q. How long has he been there?
A. I guess he has been there for about a year.
Q. Do you know any of the boys that work for the Standard Oil Company?
A. No, I don't know anybody that works for the Company at all.
Q. You take turns. You are on duty one week nights, and the next week you are off.
A. Yes; I work one week days and one week nights—change off every Sunday.
Q. And so does Bjorklund?
A. No, he works nights right along.

CHAS. ANDERSON.

317 VICTOR BJORKLUND, being recalled, testified further as follows:

(By Mr. MONNETT:)

Q. Do you know Ole Yengling?
A. I know him; I see him in the elevator; that is all.
Q. Do you know where he lives?
A. No.
Q. Don't he live down on Courtland (?) Street?
A. I don't know.
Q. Did you have a conversation with him?
A. No, nothing with him. He is a Bohemian, and I cannot talk to him at all.

VICTOR BJORKLUND.

DENMAN R. BOLTON, of lawful age, being by me first duly sworn as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. What are you engaged in?
A. I am night watchman at the Arcade.
Q. What are your duties as such night watchman?
A. To go about the building and see that everything is in shipshape.
Q. How long are you on duty; what hours?
A. From six to six.
Q. At night?
A. Yes sir.
Q. Were you on duty the forepart of the month, from the 1st to the 8th?
A. Yes sir.
Q. Did you overhear any conversation or talk from certain drivers of men that had been hauling some books away?

Objected to.

A. No sir.
Q. Or papers?
A. No sir.
Q. Had you any talk with anybody on that subject?
A. No sir; that is a new subject to me; I never heard of such a thing. I have not heard anything intimated of the kind.
Q. What fellows went down to the engine-room that night—Saturday night, Sunday night or Monday night, of the 4th, 5th and 6th?

Objected to.

A. I could not say as to that. I don't go down to the engine room. My duties don't call me to the engine-room—hardly ever. I go down sometimes to have a man come up and do some repair work; but otherwise I have no call down there at all.
Q. You don't know who went in and out that night?
A. Oh, no sir. Sometimes I go ten days or five days without going down there at all so I would not remember any certain time I went down. I went down this morning.—I happened to go down to bring the elevator up that rests in the basement, and have it cleaned; so I just passed through the engine-room and back and forth—went down after it, took it down, and come back.

318 Q. Do you know Ole Yengling, the elevator man—or Gengling?

A. Yengling: there is such a man there, yes.
Q. What does he do?
A. He runs the freight elevator at the Superior end.
Q. Where does he live?
A. Now, I don't know whether I can tell you. He lives on Orange.
Q. Croton, isn't it?
A. Or Croton.

Q. About 131 Croton?

A. It is somewheres there. His wife is the janitress of the building; and they have moved four or five times since I have been in the building, since 1890. They live on Croton; they own the property they live in now; but as to the number, I can't say.

Q. Did you see any cart-drivers about that time, about there, going into the basement?

Objected to.

A. No. Those that would go into the basement would come in from Bond Street. There is an alley comes in opposite The Hollenden that they would go in and out through without my knowledge. A hundred might go down there, and I would not know anything about it.

Q. You never had any talk with Yengling about this matter?

A. No sir.

Q. Did you have any talk with Nels Anderson about it?

A. No sir.

Q. Did you hear him talk about it to anybody?

A. I have not heard a word in regard to it, in any way, shape or form.

Q. When is the first you heard of those books being burned?

Objected to.

A. I didn't know it till you mentioned it here. This man Yengling is on the elevator, and he comes about 7 o'clock and goes away about 5.

Q. Seven in the evening?

A. No, he comes in the morning; so I don't see him probably——

Q. Who takes his place at night in the elevator?

A. Nobody. The freight elevators are locked at night.

Q. Who are all in the basement besides Nels Anderson and Charlie Anderson?

A. Through the day, or night?

Q. Night.

A. Well, there is only one of them there at night—that is Bjorklund and one of the Andersons—one of the firemen. This week he has this man Charlie; next week he will have Nels. The firemen change off, but this man is a steady night engineer.

DENMAN R. BOLTON.

C. A. BURCH, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. What is your business?

A. I am night watchman in the Arcade.

319 Q. How long have you been night watchman?

A. Nearly eight years.

Q. Were you on duty there the forepart of this month, from the 1st to the 8th of December?

A. How's that?

Q. Were you on duty from the 1st to the 8th of December?
A. Yes sir.
Q. At night?
A. I was not on duty the 1st; I was after the 1st.
Q. During that time, or any time did you overhear any conversation with any laborers or cart-men about having hauled some books away to the furnace?

Objected to.

A. No sir.
Q. Did you hear anything from any of your men about some books being burned?

Objected to.

A. No sir.
Q. At no time?
A. No sir, no time; not a word.
Q. Did you have a conversation with Mr. Victor Bjorklund about this?
A. No sir, nothing about anything of that kind.
Q. And you didn't hear any discussion of that matter anywhere about here?
A. No sir, never heard from anybody or any source.
Q. Do you know who was in the furnace-room that night?
A. Last night?
Q. Two weeks ago Sunday night.
A. I cannot tell positively.
Q. Do you know anybody, besides Victor and Nels—Victor Bjorklund?
A. That is the man that was here:—whether he was there or not. I don't know. There are two firemen. Which was on that time, I don't know.
Q. Either Nels or Charles Anderson?
A. Anderson—which one was on there I don't know. I don't know of any other but those two having charge of the furnaces.
Q. The greaser was there—Sanghren?
A. There has been another man there; I can't tell you who was there then.
Q. Do you know of any strangers being there—any cartmen?
A. No sir.
Q. Would you have the means of knowing, if they were there?

Objected to.

A. I might, and I might not. There is lots of nights I am not down in the basement. I am on the Superior end; I come down at that end.
Q. The Bond Street entrance?
A. No, Superior Street entrance. I go down there, but that is a good ways from the engine-room; and there might be a week I never go into the engine room or the boiler room.
Q. Did you have any talk with Mr. Malm about any books or about the men having carried away any of the books?

A. No sir. This is the first thought of such a thing that ever come into my head.

320 Q. It was reported to us that you knew something about it—not that you had anything to do with it, but that you knew.

Mr. MASON: Do you know whose books he refers to?

WITNESS: I don't know whose books he refers to. I don't know anything about it; no such thought or idea entered my head till now, in any way, shape or manner, nor any talk of any books.

C. A. BURCH.

VICTOR BJORKLUND, being recalled, testified further as follows:

WITNESS: I want to correct what I said first that I was out in December 5th, in the night. Charles Anderson was out that night. I said Nels Anderson: I was mistaken.

Q. Charles was on duty, or off?

A. He was out this night, December 5th; he worked.

Q. Oh! He worked: he was on?

A. He was on. I said Nels Anderson was on this night.

Q. How do you remember?

A. I talked to Charlie Anderson, and asked him if he remembered this night, if he was out this night, December 5th, and he said yes, he was out this night.

Q. That was on Monday night?

A. Yes.

Q. Do you know what books I refer to?

A. What?

Q. You know what books I am asking about, do you?

Objected to.

A. No, I don't know anything about these books at all; I don't know what books it is, either.

Q. They thought that you knew about it—about this conversation—is what made me ask you.

Objected to.

A. No, I don't know anything about it. I didn't hear anything before you told me about it now, so I was just surprised.

Q. Nobody came to you about it since then?

A. No.

Q. No attorney?

A. No.

VICTOR BJORKLUND.

NELS ANDERSON, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. Your name is Nels Anderson?

A. Yes sir.

Q. You are night fireman at the Arcade?

A. No; I am the day fireman.

Q. Are you on duty part of the time at night?
A. No, no time at night, only every other week.
321 Q. Every other week?
A. Yes sir. I am on day time.
Q. You are on days this week?
A. Yes sir.
Q. Commenced last Sunday?
A. Last Monday morning.
Q. Then the week before that you were on at night?
A. No sir; Sunday I go on nights.
Q. The week before that, you were on nights?
A. Yes.
Q. Then the week before that, you were on day-times?
A. Yes.
Q. Did you hear any conversation between Victor Bjorklund or any of the boys there, with some drayman or cartman about having hauled some books away?

Objected to.

A. No.
Q. And that is the first you heard of it, was it?
A. Yes, that is the first I heard of that; I never heard of it before.
Q. Were you informed that a conversation took place over there in your engine room in the evening? I suppose you weren't on duty the night of the 5th?

Objected to.

A. No. This is the first I ever heard of it, so I can't tell nothing about it.
Q. You never had any talk with Charles Anderson, or heard them say anything about it, either, with Bjorklund?

Objected to.

A. No, I have not heard nobody said it before you asked me now. That is the first I ever heard of it.
Q. Who is there employed down there besides you and Charlie?
A. There is another fellow down there by the name of St. Clair, but he never is there at night. He comes there at seven o'clock in the morning; he goes home at six in the evening.
Q. What is his first name?
A. Jim St. Clair.
Q. He works there day-times?
A. He works always day-times.
Q. What does he do?
A. He runs all over, taking paper. Sometimes he is firing there when I am not there.
Q. Who else is there?
A. Malm's brother is there—Albert Malm.
Q. His brother—what is his name?
A. That is the Superintendent's brother.
Q. Is there a greaser there; what is his name?
A. His name is John Sanghrin.

Q. S-a-n-g-h-r-i-n, eh?
A. Yes.
Q. Anybody else?
A. No; only a machinist comes there once in awhile, and he is never there steady.
Q. Did you see any drivers or carters there about the 5th?
A. No.

322 At this time Mr. S. H. Tolles and Mr. Lawrence T. Neal, counsel for defendant company, appeared at this hearing.

Mr. TOLLES: We wanted to have an objection appear on the record to taking testimony under a notice, before a Notary, a Commissioner having been appointed whose office is in the city, to take the testimony in the case, as I understand. The defendant wanted to make such objection. Perhaps we may let the record show that the defendant's attorneys appeared here at 10 o'clock A. M., supposing that to have been the hour.

Mr. MONNETT: Let the record show that the notice was for 8 o'clock A. M.; that the notice served on Hon. L. T. Neal for 10 A. M. he declined to accept, and said he had no authority to receive such notice, and an additional notice was then served upon Mr. Kline for 8 A. M., under which notice we proceeded to take depositions.

(Thereupon all the foregoing testimony was read to counsel for defendant and his stenographer.)

By Mr. MONNETT:

Q. Were you there about six weeks ago?
A. Yes, I guess I was; I have been there seven years.
Q. There was nobody came in there to warm themselves during that time?
A. No. Old man Olson he comes down there every Saturday night, but he has not got any wagon or anything there.

NELS M. ANDERSON.

C. A. BURCH, having stated that he wished to further testify, deposes and says as follows:

WITNESS: I said I was watchman on the Superior end and sometimes I might be a week before I would be down to the other end. I just commenced thinking it over: I commenced, I think it was two weeks ago Saturday night, I would go down to the other end, just down to the engine-room, not to the boiler-room, from one o'clock to two o'clock.

Q. That was essentially what we wanted to know—whether there was any man came down there to warm, and discussed anything about burning some books.

A. No, nothing of the kind. I just commenced, and when I come to think it over, I commenced two weeks ago going down about one o'clock and two o'clock, and twelve o'clock too—a good deal of the time, not all the time: but regularly one o'clock and two o'clock. I just thought, seeing I had made a statement,——

C. A. BURCH.

LUDWIG DARMSTETTER, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

By Mr. MONNETT:

Q. State your name.
A. Ludwig Darmstetter.
323 Q. What is your residence?
A. 13 Centre Court.
Q. What is your business, Mr. Darmstetter?
A. I am a minister of the Bohemian Congregation, and I do some newspaper work.
Q. What newspaper?
A. A German newspaper, and some New York paper; writing for a New York paper.
Q. You are a Rabbi?
A. A Rabbi.
Q. Where is your church and congregation?
A. Case Avenue.
Q. Were you in E. H. Pollock's place of business or saloon, 131 Croton Street, some four weeks ago?
A. Yes; I go there very often; he is an officer of my congregation.
Q. Well, was there an occasion when there were some employees of the Standard Oil Company treating one another; and a conversation was had among them about what they had been doing; and if so, give all the circumstances.

Objected to.

A. I don't know if they were employees of the Standard Oil Company.
Q. Go ahead now, and state what took place.
A. I believe a few Bohemians were in there—neighbors—and they were drinking there, and one asked the other what is going on: he says, "Give us another drink if you are treating." He says, "Well, I had a good job", or "I have made a little money this week", or he had some over-work.
Q. Over time?
A. Over time work. That is the remark he made, and he asked him what he was doing, and he said from Euclid Avenue they went with some team up to the factory to bring up some paper work, or paper and books.
Q. Of the Euclid Avenue office?
A. They took down—they took here to Euclid Avenue.
Q. Took it from Euclid?
A. From Euclid Avenue.
Q. To where?
A. Up to the oil factory somewhere.
Q. Did they say anything about taking it there for burning, or burning them?

Objected to, as leading.

Defendant's counsel moves to strike out the answer to the question preceding the last one.

Q. What was said, if anything, about destroying them or burning them?

Defendant objects, and objects to any conversation of these people.

Q. Go on: what was said about destroying them?

A. One of the men said they were destroyed, or will be destroyed. I didn't pay much attention. I was reading a newspaper—the Plain Dealer.

Q. Do you know how many men there were that seemed to be engaged in the conversation, that he knew about this, at that time?

A. I didn't pay any attention; indeed, I didn't.

324 Q. How many were there altogether in the saloon, at that time?

A. Perhaps seven, or eight, or nine; I can't tell by one or two.

Q. You, I believe, didn't know these three men that had had a hand in taking the books from Euclid Avenue?

Objected to.

A. No, I don't know any of them.

Q. What was the language used, about their working overtime? Was it after night, or daytime, the work?

Objected to as leading.

Q. What do you say about working after night, or daytime?

A. So much as I could understand, it was night time.

Q. Did they say about how long before this conversation had happened; indicate by being a few days, or many days or weeks?

A. No, I could not. It must have been one or two days before.

Q. Why do you think it must have been that?

A. Because I heard them say, that one who had made that remark, that he worked over-time this week.

Q. Worked overtime this week?

A. Yes.

Q. Do you know the residence of any of these men?

A. Not one of them.

Mr. MASON: One of them lives upstairs, does he not?

WITNESS: I could not tell.

Q. What do you know about one of them living upstairs?

A. Of course—I don't know that man that talked. I know he is a tenant, but I don't know if he is in the Standard Oil Company or not: that I can't tell. I don't know his name even.

Q. Was there anything said of what kind of carts they used, or wagons?

A. No.

Q. Were these men owners of the carts or wagons?

A. I don't know.

Q. Did anything in the conversation indicate whether they were more than one night at it, or two nights?

Objected to.

A. Not that I know of.

Q. Did you see what kind or denomination of bills they were spending?

Objected to.

A. No.

Cross-examination.

By Mr. TOLLES:

Q. Can you fix the date any more definitely than it was three or four weeks ago?

A. No, I cannot. It must be three or four weeks ago.

Q. You cannot tell whether it was three, or four, or five weeks; it might be five?

A. It might just as well be five weeks.

325 Q. Possibly six?

A. I don't believe that; not longer than five.

Q. From three to five weeks ago?

A. Yes.

Redirect examination.

By Mr. MONNETT:

Q. What day of the week was this night that you had heard the conversation; can you fix that?

A. I cannot.

Q. Sunday night?

A. Oh, no; it wasn't on Sunday.

Q. On Monday?

A. I believe it must have been on Tuesday or Wednesday.

Q. Was it after Thanksgiving, or before?

A. That I cannot tell; that I cannot tell.

Q. Did you make any memorandum in your newspaper or anything, to give the date?

A. No, I didn't pay attention.

Q. You have no way of getting the date fixed?

A. No, I didn't take any notice.

Q. You have talked it over since, haven't you, with Mr. Pollak?

A. Only I asked him yesterday myself, if he remember something; he say he don't know anything about it. I asked him yesterday myself; he don't know anything about it.

Q. He knows the name of one of the fellows?

A. That may be.

LUDWIG DARMSTETTER.

Thereupon the further taking of the depositions was adjourned until 1 o'clock P. M.

DECEMBER 21st, 1898, 1 o'clock P. M.

The taking of these depositions was resumed pursuant to adjournment. Present, same counsel as before.

Also

EDWARD O'HEARN, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

By Mr. MONNETT:

Q. Where do you reside?
A. 131 Croton Street.
Q. Is that the same place E. H. Pollak has his place of business?
A. We rent of that man.
Q. Upstairs over that saloon?
A. Yes, sir.
Q. What are you engaged in?
A. Teamster of the Standard Oil Works.
Q. How long have you been teamster for the Standard Oil Company?
A. I guess three years next August.
Q. Have you a brother that is engaged with the Standard Oil Company?
A. Yes, sir.
Q. What is his name?
A. Cornelius.
326 Q. How long have you roomed at Mr. Pollak's?
A. I guess it will be two years next April. I think it is that long; maybe a little longer.
Q. Did you have an occasion to haul some boxes of books from the Standard Oil Company's office on Euclid Avenue, down to the Works?
A. I was sent from the Works to the Standard Building. I didn't know what I was going to get there.
Q. What did you get?
A. I got boxes; I couldn't tell what they contained, though.
Q. How large boxes were they?
A. I guess two foot or 18 inch boxes; about that square (showing).
Q. The same boxes are now down at the barn?
A. Down at the works.
Q. And the boxes are still down there?
A. Yes, sir.
Q. Did you help open the boxes when you got them down?
A. No.
Q. Who opened them?
A. I could not tell you; they be unloaded off my wagon, and that is the last I seen them.
Q. Where did you unload them?
A. On Independence Street warehouse.
Q. How many, about, were there of these boxes?
A. I think I hauled down 16 at one load.
Q. Did you haul more than one load?
A. No, sir; that is the only load I hauled.

Q. Did you ever haul those same boxes before?
A. No, sir.
Q. Who helped you load them?
A. I don't know who the gentlemen are up in the building.
Q. What room did they come out of?
A. I was up in the sixth floor; they were at the elevator; I don't know what room they came out of.
Q. What kind of a looking man helped you load them, or directed you?
A. A big tall fellow, smooth faced fellow.
Q. Did he wear glasses?
A. No, sir.
Q. Do you know Squire, the Secretary?
A. No, sir.
Q. Do you know Martin Snider, the Treasurer?
A. I know Martin Snider, yes.
Q. It wasn't he?
A. No, sir. I know Martin Snider from being around the cooper department; that is the only way I know him.
Q. You don't know Squire by sight?
A. No, sir; never seen the man.
Q. Do you know any of the other officers by sight, or employes up there?
A. No, sir.
Q. Is the sixth floor the floor their offices are on?
A. Yes, sir; I believe it is.
Q. The Secretary's office on that floor?
A. I could not tell you; I didn't go any further than
327 the——
Q. Elevator?
A. Elevator.
Q. What time was this; after six o'clock?
A. No, sir.
Q. What time?
A. I was up there four o'clock Standard time; I seen the clock up there; I looked at the clock.
Q. Four o'clock Standard time; you didn't get down to the stable?
A. I was down there at six o'clock.
Q. Where did you last see the boxes?
A. The last seen of them when they were going into the warehouse.
Q. What kind of a warehouse is it?
A. A big brick place.
Q. Was there any address on them?
A. No, sir; the only marks—on several of them, F. B. Squires, and Lubricating Works, and naptha department. Didn't say "works"; Lubricating department, I meant to say.
Q. Did you have a conversation about this with any of the officers since then?
A. No, sir; I have not been down there since. Yes, I have been

down there once; I hauled a book-case down there—like this. (Pointing to a case).

Q. Did you haul that to the office, you mean; or from there?

A. To the office, to the building.

Q. You say you never hauled anything from these offices before?

A. No, sir.

Q. How do you know the boxes are still down at the works? When did you see them?

A. I suppose they are there; that is where I left them.

Q. When did you see them last?

A. The day I left them down there.

Q. That is the last you saw of them?

A. That is the last I seen them; yes, sir.

Q. Do you know how your brother knew they were there?

A. He don't know; he was not driving; he used to work in the car-shop.

Q. Did you talk with Pollak about this since?

A. No, sir.

Q. Nor Mr. Darmstetter; you don't know Mr. Darmstetter?

A. I don't know that man at all.

Q. You say you didn't talk with Mr. Pollak about this?

A. No, sir.

Q. At all?

A. No, sir.

Q. Didn't talk in his saloon about it?

A. Well, that night I told him I was down at the Standard building—the night you was telling me about. I told him I was down at the Standard building and hauled boxes away; that is all I said to the man.

Q. Who was there when you said that?

A. I believe he was alone. He was alone there, I believe. I don't know *of* anybody was there; I didn't take notice anyhow. I owed the man a couple of cents, and I paid him, and I went right out and went upstairs.

Q. What did you tell him that night? Give all your story
328 of it.

Objected to.

Q. Give just what you remember was said and done.

A. He said to me I was late to-night; I said, yes, I was down at the Standard building, hauling boxes up there.

Q. Up where?

A. Up to the works; I don't know as I said anything more to him.

Q. What money did you spend with him?

A. I paid him what I owed him; I don't know exactly how much that is now.

Q. Didn't you treat at that time, *to* two other people?

A. No, sir.

Q. About that time, that evening?

A. No, sir.

Q. When you made that remark?

A. I didn't treat nobody, no, sir. No, sir; I never treated anybody in there at night time, going home from work.
Q. Did anybody treat you there?
A. No, sir.
Q. What did you pay him in?

Objected to.

Q. Silver or bills?
A. I could not exactly tell you just now. Sometimes we get our money in bills, and sometimes in silver.
Q. Was this pay-day night?
A. Yes, sir.
Q. What night was it?
A. I could not exactly tell you what night that was. It is quite awhile ago now.
Q. Between three and five weeks?
A. Yes; maybe more.
Q. Didn't you state to Mr. Pollak since then, that they could not prove anything by you, as you would state—that you would say that you just took books and dumped them down and didn't know what was in them; didn't you tell Pollak that?

Objected to.

A. No, sir.
Q. What was it you did say to him about it?

Objected to.

A. I told him I hauled the boxes down to the works; I didn't say—I didn't know what was in the boxes.
Q. Didn't you tell him you hauled them down to the furnace?
A. No, sir.
Q. You didn't tell him that?
A. If he has reference to the night I was there—that I hauled them down to the warehouse.
Q. And you only hauled boxes from there once?
A. That is all.
Q. From the offices down; the sixth floor.
A. I think it is the sixth floor, or the fifth floor.
Q. Where the offices are; away upstairs, a lot of clerks?
A. I guess it is the main office; it is the same floor the telegraph operators are on.
Q. The main floor where their offices are, is it?
A. That is where I see all the clerks.
329 Q. Did you ever see Snyder on that floor at any of the offices?

Objected to as immaterial.

Q. Whom did you get your orders from to take those boxes—to go up and get those boxes?
A. We have got a teaming boss.
Q. Who is he?
A. His name is Mr. Hanlon.

Q. H-a-n-l-o-n?
A. Yes, sir.
Q. What is his first name?
A. Barney, I guess.
Q. When did he give you the orders?
A. After dinner.
Q. What were those orders?

Objected to as immaterial.

A. He told me to go down to the Standard building; that is all I knew, and I had to follow his orders, you know.
Q. Is that all you had to do, to go down there? Who told you they were up at the head of the elevator?
A. I had to go up there to find out.
Q. When you got up there, who met you?
A. Some little fellow; I don't know what he is, what he does; I don't know his name, either; I didn't ask any of them.
Q. What kind of a looking fellow was he?
A. A short fellow; a little mustache.
Q. How old a man?
A. I could not tell you. I am a poor man to judge of anybody's age.
Q. Where did this tall, slender man come in?
A. He was up there to help me; I went up to see this man, and I got this help to fetch them down.
Q. Who besides those two men gave you orders?
A. That is all.
Q. Were those the only two men you saw up there?
A. I seen a lot of men there, but those were the only ones I spoke to.
Q. Did you ever find out the name of the fellow with the mustache that gave you the orders?
A. No.
Q. What did he tell you to do?
A. He showed me boxes piled up there, and told me those were the ones I had to take; it would take me quite a while to take them down—16—and put them on the wagon.
Q. Did you take one at a time?
A. Yes, sir; I could not take any more on the elevator, because it was crowded, going up and down.
Q. You took them down on the passenger elevator?
A. Yes, sir.
Q. Did they have a private elevator?
A. Only one elevator they have got.
Q. Who was the elevator boy?
A. A colored man. I guess he got hurt since that time.
Q. Do you know his name?
A. No, sir.
Q. Do you know where he is?
A. I could not tell you.
Q. How do you remember there were 16?

A. I ought to know what I put on my wagon—16 boxes.
Q. All about the same size?
A. All the same size.
330 Q. Were they heavy?
A. I guess they were heavy; if you had to lug them, you would think they were heavy.
Q. Were they all the same weight?
A. No.
Q. Some were light and some heavy, were they?
A. Yes, sir.
Q. Did they feel as though they had books in?

Objected to.

A. I didn't bother my head what was in them; I knew I had to take them, and that was all I was——
Q. What was the difference between the light ones and the heavy ones? Did you know what was in them?
A. No, sir.
Q. About what was the weight of the heaviest box?
A. Some must weigh pretty near three or four hundred.
Q. Three or four hundred pounds you mean, I suppose? What did the light ones weigh?
A. About one hundred and fifty to two hundred.
Q. Did you have two horses?
A. Yes, sir.
Q. What was it; a covered wagon?
A. Barrel wagon; what they call barrel wagons.
Q. What kind of a wagon is that?
A. A wagon with a platform and rails on the side; two barrels go across abreast on the wagon; you can get 16 on. Those 16 boxes filled it, and those boxes are about as big around as a barrel—pretty near, anyway.
Q. Nobody helped you carry them down; you shouldered each one yourself, or did the boy help you?
A. I told you about those.
Q. I thought you meant upstairs. He helped you carry them down too, did he?
A. I don't know anything about upstairs; just coming down is all I know.
Q. The fellow with the mustache helped carry each box down with you?
A. No, the tall fellow.
Q. He came down and helped you carry them to the wagon, did he?
A. Yes, sir.
Q. Did he go down to the works with you?
A. No, sir.
Q. Who received them down there?
A. I don't know the man's name down there. A man waiting down there for me.
Q. What kind of a looking fellow was he?

A. A small fellow with a black mustache; I don't know what his name is.

Q. Did he stay there regularly?

A. Right there on Broadway all the time.

Q. That is his place of business, is it?

A. Yes, sir.

Q. What did he do with them?

A. I don't know what he done with them after I left.

Q. Did you carry them all in the warehouse alone, or did he help you?

A. I drove alongside the warehouse door; I would throw them up there, he would pull them back, and when I got them off the wagon I drove away; I don't know what he did with them.

331 Q. How old was that fellow?

A. I could not tell you.

Q. Have you been delivering goods to him right along?

A. This man down there—I tell you he works in the Broadway office.

Q. He don't work at the warehouse?

A. No, sir.

Q. What time did you get down there with them?

A. I was in the barn at six o'clock, so I must have got there about half past five.

Q. He was the office-boy?

A. Sun time, I am talking about.

Q. You mean that you got there about six o'clock sun time—at the works?

A. I was at the barn six o'clock sun time.

Q. This was the office man that received these boxes down there. He didn't belong as a warehouse man?

A. No; there is nobody in the warehouse.

Q. How do you know he was an office man?

A. I have seen him around there.

Q. It wasn't his business to stay at the warehouse, as far as you know?

A. No, sir; not that I know of; unless they come down there while I am away from there during the day.

Q. Don't you know the man?

A. No.

Q. Do you know the place he occupies?

A. He is in the Broadway office.

Q. I mean, in the Broadway office; What is he, Secretary or book-keeper?

A. I cannot tell you what he is.

Q. How many offices have they—a Broadway office and a Euclid Avenue office?

A. The Broadway office is the works office; that is the works office on Broadway.

Q. And their other offices are on Euclid?

A. Yes, sir; the general office.

Q. What number?

A. I couldn't tell you what number it is.

Q. What block is it in?
A. The Standard building.
Q. How far is that distance that you hauled them, from the Euclid Avenue office to the works; about how many blocks?
A. A good many blocks between there and down there. I could not tell you how many blocks; a half hour's drive, anyhow.
Q. Nobody was with you on the drive between the two places?
A. No, sir.
Q. Was the man there waiting for you when you came—the black mustached fellow?
A. I stopped at the Broadway office and told him, and he told me to go down there and he would be down there, and he came down and opened the doors.
Q. How far are the Broadway offices from the warehouse?
A. About as far as from here to the end of that block there, I guess. (Indicating.)
Mr. TOLLES: Three or four hundred feet, isn't it?
WITNESS: Yes sir.
332 Q. A block or more?
A. Yes, sir. Over here the offices are, and up next is the barrel house, and down there, right over there, is the warehouse.
Q. This man, when you told him—did you tell him what you had?
A. I told him I had a load of boxes, and he told me to go down there and he would come down and open the doors and I could put them in; he pulled them one side and then I drove off.
Q. You left him there with them?
A. Yes, sir.
Q. When did you see the boxes again?
A. I have not seen them since.
Q. Let me refresh your memory: Didn't you have after that, one conversation at Pollak's?
A. No, sir.
Q. How long was that after this happened—the same day?
A. What happened? The day I hauled the boxes?
Q. Yes.
A. That is the very same night I was in there, when I was going home from work.
Q. There was nobody else there when you talked?
A. Not that I know of. I came right straight from the works over there; never stopped any place else.
Q. Was there a side table there?
A. There are no tables in the place.
Q. What is there in there?
A. Barrels—a liquor store.
Mr. TOLLES: What he means is, that it is a barrel house.
WITNESS: Yes, there are barrels all around.
Q. He is a wholesaler?
A. Retailer.
Q. He keeps his bars and barrels all in one room?
A. Yes, sir.

Q. Did you see a man there that night, reading the Plain Dealer; Rabbi Darmstetter?

A. That Rabbi! That is a puzzler to me. I don't know anything about no Rabbi!

Q. When did you hear about it first?

A. About what?

Q. About the Rabbi.

A. You were telling me about a Rabbi; that is all I know about a Rabbi. The only Rabbi I know of is the fellow that kills their beef on Sunday. That is all I know anything about.

Q. When did you see him there—the one that you think is the Rabbi?

A. I see him passing the house every Sunday morning.

Q. What kind of a looking fellow—with whiskers?

A. Gray whiskers; a little, short fellow.

Q. Reddish gray?

A. No. He don't stop there at all; he passes on the other side of the street.

Q. Mr. Pollak is a member of his congregation, isn't he?

A. I don't know what Pollak is, or what church he goes to.

Q. Is he a Jew—Pollak?

A. I guess he is: he looks like one, anyhow.

Q. You can tell that, can't you?

A. You can tell what he is sometime, if you hear him holler.

333 Q. Because he don't get his bill on time?

A. He never says a word to me about his bill. He gets it every pay-day.

Cross-examination.

(By Mr. TOLLES.)

Q. The first you heard of a Rabbi was what Mr. Monnett told you about it?

A. This man here? (Indicating Mr. Monnett.)

Q. Yes.

A. Yes, that is the first I ever heard of a Rabbi.

Q. You are a teamster?

A. Yes, sir.

Q. And you spend your time in teaming about the city, wherever your services are required?

A. Wherever they send us.

Mr. MONNETT: Is he your exclusive teamster, for the Standard Oil?

WITNESS: A steady teamster.

Mr. MONNETT: For the Standard Oil Co.? You say "wherever your services are required."

WITNESS: Wherever they send us.

Q. Once you were sent to the Standard block to get some boxes and take them——

A. My boss told me——

Q. No! Once you were sent to the Standard block to take some boxes out to the works, out on Broadway?
A. Independence Street.
Q. On Independence Street. Have you any way of fixing when that was?
A. No, sir.
Q. Only you think that it was on some pay-day?
A. It was on our pay-day: I know that.
Q. After you got your boxes you drew your pay that day?
A. I got it when I went back from the boss.
Q. And when you went home at night you settled up your bill with your boarding man?
A. No; I live with my mother, upstairs.
Q. Or with Pollak?
A. What I owe him every pay-day, I come in and give it to him.
Q. You cannot fix the time when this was? You don't know whether it was six months or two months ago?
A. No, sir. It is quite a while ago, I know.
Q. What days in the month does pay-day come on?
A. Sometimes the 5th and 19th, or 5th and 20th, and 4th.
Q. The first and third Tuesday, or Monday, or Saturday?
A. No. It is twice a month; sometimes the 5th and 20th, and sometimes the 4th and 19th. We always have two Sundays in it.
Q. On Broadway and Independence Street are the works of The Standard Oil Company; and there is their office and the works?
A. The Broadway office; they call it the "works office."
Q. And the works themselves?
A. The works is there—what is left of it.
334 Q. And the warehouse—the warehouse, I suppose, is kept closed and locked, except when things are put in or taken out?
A. Yes, sir.
Q. When you came back with the load of boxes, you stopped at the office?
A. Yes, sir.
Q. And told them that you had a load for the warehouse?
A. Yes.
Q. And the man in the office said he would come down and open it up for you?
A. And I drove on.
Q. And he did come down and opened it up, and you unloaded your boxes?
A. Yes, sir.
Q. And went away?
A. Left him there.
Q. You didn't have the key to open or lock it up again—the warehouse?
A. No, sir. I turned right around and went up from the hill to the barn.
Q. That is the regular warehouse of the Standard Oil Company?
A. They call it the old warehouse.

Q. So far as you know, the date of this transaction may have been six months ago?
A. It is not that long.
Q. How long would you say?
A. It is quite a while; I could not exactly say how long; maybe 5 weeks—4 weeks.
Q. Maybe as early as October sometime?
A. It was last month.
Q. Sometime in November; but what time you cannot say?
A. I can't say; no, sir.

Redirect examination.

(By Mr. MONNETT:)

Q. Was it before or after Thanksgiving?
A. It was before.
Q. Did you hear your brother say that he would lose his job by this, and give the reason why?

Objected to.

A. I didn't hear him say only what he said to you there.
Q. Didn't he say that he would make some body suffer for calling him in, and he would lose his job by this?

Objected to.

A. No, he didn't say that; he said he might; we might. We have got to look out for ourselves. We have got to keep our families; he is a married man, and I have got to keep my mother; three of us in the family, and only one working.
Q. What made you think you would lose your job?

Objected to.

A. On account of coming down here against our own employers.
Q. You were forced here by subpœna?
A. Yes.
Q. You didn't come voluntarily, did you?
A. No; I guess not.

Mr. TOLLES: You need not be afraid of your job.

335 WITNESS: You know, that is what he is worrying about. himself.

Q. Where are the furnaces with reference to this warehouse, down there?
A. There is no furnace around there.
Q. Aren't there any furnaces left there?
A. No, sir.
Q. How do you fix this before Thanksgiving? Does that refresh your memory, so that you can fix it?
A. No. I know it was before Thanksgiving; it is not as late as any day after Thanksgiving.
Q. There was a pay-day either the 19th or 20th before Thanksgiving, and it was probably that pay-day?
A. Yes.
Q. That would be as near as you can fix it—either the 19th or

20th, if it was the pay-day before Thanksgiving. It was the second pay-day of November month, then?

A. I could not say whether it was the first or the second. We get it twice a month, you know, if we work.

Mr. TOLLES: Do you know what day of the week it was?

(Not answered.)

(By Mr. MONNETT:)

Q. Are you paid on Saturdays?

A. No; whatever date it falls on.

Mr. MASON: Saturday would be the 19th of November?

WITNESS: It was a Saturday pay-day. That is how I come to know—pay-day was on a Saturday, and it was a pay-day.

Q. When it is on the 19th, it is because Sunday falls on the 20th; that is the reason it is not on the 20th of those months? You say it is the 5th and 20th?

A. That don't make any difference to those fellows; they make up the pay-rolls at the beginning of the year.

Q. You say that either the 5th and the 20th, or the 4th and 19th: when the 20th comes on Sunday, then it is the 19th; and this was one of the times when——

A. It was on a Saturday.

Q. On a Saturday, the 19th?

A. Yes.

Q. That would probably be the date then, wouldn't it?

A. It was Saturday, anyhow; it was before Thanksgiving, anyhow.

Q. Did you say anything about looking our for yourself and not against your employers, before to-day; when you got your subpœna, did you make a remark of that kind?

A. The first I heard of it, I was coming out of the works with a load of boxes for the canning works, and this man, he said he was a Constable—there was another drive-way; he came where I was, and when he got onto the drive-way I stopped and asked him if he wanted to see me. He said "yes", and wanted to know if my name was O'Hearn, and I told him yes, and he gave me this subpœna. That is the first I heard of it; and he said I should be here at one o'clock sharp, standard time; so I went and unloaded that load, and I went and told my boss, he says "All right." Then he wanted to know where my brother was, and I told him where he could find him up in the barn.

Q. Your boss ever say anything to you since about getting these boxes?

A. No, sir.

336 Q. Never had any conversation with him?

A. No, sir.

Q. What did you say his name was?

A. Hanlon.

Q. You don't know who gave him the order?

A. No; I don't know who gave him the order.

Recross-examination.

(By Mr. TOLLES:)

Q. You would not swear whether this was upon Saturday, the 5th?
A. It was a pay-day.
Q. You would not swear whether it was Saturday, the 5th, or Saturday the 19th?
A. Whatever date our pay-day; our pay-day was on Saturday.
Q. I say, you would not swear whether it was Saturday, the 5th, or Saturday, the 19th of November?
A. That would be hard to tell, but it was Saturday, anyhow.
Q. On Saturday, and a pay-day; and that is all you know about it?
A. That is all I know.
Q. Mr. O'Hearn, this conversation that your brother had about testifying, where was that?
A. About losing his work?
Q. Yes.
A. Taking to this gentlemen here. (Indicating Mr. Monnett.)
Q. Mr. Monnett?
A. Yes, sir.
Q. In the next room. Your brother has been subpœnaed here?
A. Yes, it was me who told the constable where to find him.
Q. He was complaining to Mr. Monnett that he was afraid he might lose his job by being brought here?
A. Yes.

his
EDWARD X O'HEARN.
mark

Also

CORNELIUS O'HEARN, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. Where do you reside?
A. 138, 1-2 Professor.
Q. The same place where Mr. E. H. Pollak has his saloon?
A. No, sir. I live on the South Side.
Q. It is your brother that lives at Pollak's; you don't live with your brother. What is your business?
A. Well, I can do anything.
Q. What are you engaged in now; who has employed you?
A. I have got charge of the barn now, of The Standard Oil Company.
Q. Is there any reason why you hold up one finger when you swear?

Objected to.

337 A. No.
Q. I know there is a reason: What is the reason?

Objected to.

A. I have got to swear to what words I say; I have not answered what words yet.

Q. Does that make any difference—holding up one finger—with you?

A. It makes a lot of difference.

Q. What is the difference?

A. You answer me.

Q. I ask you what is the difference between holding your hand up with one finger, and not holding your right hand up?

Objected to.

A. I have got the word to say the same as somebody else has.

Q. What is the difference? Can you testify differently when you hold up one finger than when you don't?

A. Maybe you know the difference. Why don't you keep it to yourself?

Q. I do know the difference.

A. Keep it.

Q. Isn't it a fact that when you hold up one finger——

A. Because I am not used to it.

Q. What?

A. I am not used to it.

Q. Isn't it a fact that when you hold up one finger and are sworn, that you can reserve and not tell what you ought to?

A. How is it Rosenfeld is Governor of New York now, and when I trained under him he said one leg would do to shake. (Roosevelt)?

Q. Isn't there a difference when you hold up one finger like that, (illustrating) and when you hold up one hand, in swearing?

A. I don't know that.

Q. You do know there is a difference?

A. I know now, I suppose, since you say so.

Q. Didn't you know before, there is a difference in the oath?

A. No, I didn't. The questions wasn't asked me yet. I am not going to swear to a thing till I hear what it is.

Q. Are you a member of the Catholic Church?

A. Yes, I am.

Q. Isn't there a difference when you hold up one finger and take an oath, and hold up your hand?

Objected to.

A. I have only done that once; that is when I got married, and took an oath.

Q. Are you engaged with the Standard Oil Company?

A. I am working for them.

Q. How long have you been working for them?

A. I have been working for them seven years.

Q. What is your duty?

A. I told you before that I was working around the car-shop, an extra man.

Q. Do you keep the horses, at the barn?

A. I am at present; the man is sick, since Monday morning.

338 Q. Before that, what were you doing?

A. Working at the car-shop, I told you, and driving a team, extra now and then.

Q. These boxes that were referred to, you said were hauled down at the works; when did you see them there?

Objected to.

A. I guess the boxes are lying in the shop yet.
Q. When did you see them there last?
A. I guess they are in there, if I ain't mistaken.
Q. What time of day did you see them?
A. That I don't know; I didn't look at my watch.
Q. Was it forenoon?
A. That is a thing I could not answer.
Q. How many were there of them—how many boxes?
A. I didn't count them.
Q. Were there about 16?
A. I didn't count them.
Q. Did you see them?
A. I seen them; I didn't count them.
Q. Where were they?
A. Lying in the shop.
Q. With the lids off?
A. No.
Q. Were they empty?
A. I haven't got no key for them; I didn't find out.
Q. Did you lift them?
A. It is not my business to lift them.
Q. Did you?
A. No; I didn't try to.
Q. What part of the shop were they lying in?
A. The front part, I think.
Q. What?
A. The front part, I think.
Q. How far is that from the warehouse?
A. I don't know which warehouse you mean.
Q. What you call the old warehouse.
A. I have not been there—near there; I don't know anything about it.
Q. What street is the shop on?
A. The old warehouse is on Independence Street.
Q. And where is the shop?
A. The car-shop is on the hill.
Q. And you saw them up on the hill this morning?
A. I didn't say I seen them this morning.
Q. How many days ago?
A. I didn't say how many days. I told you I didn't remember how many days ago. I am working in the barn, and I haven't got no time to look after those things.
Q. When did you see them last?
A. I don't know.
Q. What sized boxes were they?

A. I could not swear to that.
Q. Were they two feet long?
A. I can't swear how long they were.
Q. Were they ten feet?
A. These boxes generally used down there.
Q. About what size? You are a mechanic; you know about what size they are.
A. A mechanic! I am a bull-head.
339 Q. What size were they?
A. About—I don't know what they are.
Q. About two feet by eighteen inches?
A. They are regular tool boxes. They are up in the shop there; the men use them every day.
Q. What do they use them for?
A. I never asked them.
Q. How do you know the men use them, then?
A. I see them around there—tool boxes and one thing another. I never worked in the shop long enough to find out anything about it.
Q. What do you mean by the tool boxes—these chests?
A. Car repairers. If you was a car repairer you wouldn't leave your tools lay on the floor, would you?
Q. Did you see him haul those? How do you know they were the boxes——

Objected to.

Q. That your brother hauled that night, that you was talking about?
A. I didn't say that.
Q. Did you say that you was afraid you would lose your job by this?
A. No. I say I didn't like to come down here about this. I did not want to get in trouble and lose time, and those horses are behind time; I have to have this stuff ready for to-morrow morning.
Q. Did you tell the constable that you would lose your job?
A. No, I didn't. Where is the constable?
Q. What did you say in there, before your brother?
A. No, I didn't. I said I would lose time on it: now, I have to have this feed ready for the horses in the morning; I have 85 horses to take care of. I told him I would lose time, by this.
Q. Didn't you say that anybody could see those boxes—that they are still down there—that wanted to see them; this afternoon, in the other room, to your brother? What did you say about boxes?
A. I said there is some tool boxes down there.
Q. You didn't use the term "tool" then, did you?
A. What?
Q. This is the first time you used the word tool-box since you have been on the stand: You said anybody could see the boxes, they were down there—like that, didn't you?

Objected to.

Q. Did you ever speak of tool boxes before Mr. Tolles—before

the attorney there who just said he heard you? Did you talk about this with anybody?

A. Oh! me?

Q. Yes.

A. No, I didn't.

Q. Where were the boxes that you said anybody could see, before you came on the stand?

Objected to.

A. I said the only boxes I know, is in the car-shop: I told you that three times now.

340 Q. Didn't you say to your brother before you came on the stand, when asked if you knew anything about this, you said, "Anybody can see the boxes; they are down there yet."

Objected to.

Q. Didn't you say that a few minutes ago, in the other room?

A. I told you those boxes—all I knew about was in the car-shop; whether they are boxes that was hauled from anywhere or not, I don't know.

Q. Did you have any conversation with Mr. Pollak?

A. No, sir.

Q. Were you in the saloon with your brother on a Saturday, pay-day, night?

A. No, sir; I am called up here for nothing.

Q. And you now swear you didn't say you would lose your job for coming up here?

Objected to.

A. No.

Q. You don't swear that you didn't?

A. I say I am losing time over it.

Q. Didn't you say you would lose your job if you came up here and testified?

A. No; I say I am losing time over it.

Q. In the other room, this afternoon, in the presence of your brother, didn't you say you would lose your job?

A. I say I am losing time over it.

Q. Didn't you say that, though?

A. No. I am losing time; of course, any man knows that if he has got charge of the barn, he is losing time.

Q. I ask you if you didn't say this afternoon, in the presence of your brother in the other room, that you would lose your job if you testified here?

A. No.

Q. And that you would make somebody suffer for it?

A. No.

Q. And that you knew that anybody could go down and see those boxes, that they were there now, empty; didn't you say substantially that?

A. I didn't say nothing of the kind.

Q. Didn't you say anybody could go down and see those boxes?
A. I didn't say whether they were empty or full, or anything of the kind.
Q. What boxes did you refer to when you were talking to your brother, before you came on the stand?
A. Talking about the boxes that laid in the car-shop.
Q. You mean tool boxes, do you?
A. The boxes I was talking about—whether they are tool boxes or piano boxes, or what are they.
Q. What size are they?
A. You have been told once.
Q. No, you said you didn't know.
A. Didn't I tell you, regular tool box size—2 x 2, or 2 x 3.
Q. Were they pine boxes, plain pine boxes?
A. I didn't look to find out.
341 Q. You didn't have to look to tell whether they were pine.
A. They were painted; I don't know what those boxes——
Q. The boxes you say were painted, were they?
A. Some of them are, and some of them ain't.
Q. Have handles on?
A. That I won't swear to.
Q. Those boxes you referred to this afternoon? You said the boxes were still down there, anybody could see them.
A. Some of them are, I suppose.
Q. Part of those boxes are plain, pine boxes, about 2 x 18, aren't they?
A. I don't know: I have got a rule in my pocket; if I had a trip up to the shop I would measure them.
Q. That is the only way——
A. I didn't measure them.
Q. That is the only way you could tell?
A. That is the only way. I didn't measure them; I don't know how big they are, or how small they are.
Q. Do you know that when you take an oath, you are to tell all you know about it—do you?
A. Well, I have got to swear to it first.
Q. Are you telling all you know about it?
A. I am judging.
Q. What do you mean by "judging"?
A. Judging how big they are, and how big they ain't. I didn't go to bring those boxes over no more than you. Maybe you never seen them.
Q. I never saw them.
A. I never measured.
Q. You can tell whether they were plain boxes, tool boxes or painted.
A. I tell you, there is some painted, and some ain't.
Q. And some are tool, and some aren't?
A. You can't tell which is painted and which aren't painted.
Q. Whereabouts were these in the car-shop—these boxes that you did see?

A. I told you in the front part of the shop.
Q. In somebody's office?
A. No, sir; in nobody's office.
Q. All stacked up together, were they?
A. Where they repair cars.
Q. Were they all stacked up together?
A. Only one or two high.
Q. How long has it been since you saw them there?
A. I tell you I can't remember.
Q. Was it since Thanksgiving?
A. I don't know anything about that; I can not remember.
Q. Didn't you and your brother have a talk about these boxes?
A. No.
Q. Why did you speak up before you came on the stand and say, The boxes are still down there; anybody could see them?
A. I told you there was some boxes in there. I didn't say whether this was them boxes or they wasn't. Don't think for a minute I am a block-head.
Q. I will ask you under your oath if you have told all you know about those boxes that came from the Euclid Avenue office down there?
342 A. I know I never put a finger on them—and I was called down here for nothing; and the reason you called out from me saying I was going to lose my job, I said I would lose time; I have been called out of that barn. You know we have very much work to do every day afternoons in that barn; we have to hay 85 horses, and we have to get the feed ready for them at night and in the morning.
Q. You volunteered to tell me somebody would have to suffer for this.
A. No, I told you I wanted the fees for coming down here; probably I would lose my time for coming down here.
Q. And you stated——
A. I won't swear that I will lose it.
Q. Didn't you state you would not testify—you would lose your job?
A. No, I didn't. I didn't come down here as a mummy, or anything of that kind.
Q. And when I asked you what you meant by that, that you said that your brother would have to testify, and you would both get the run?
A. No, sir. There is no use of you trying to pull my leg—you will never do it, talking about my brother! Why don't you talk to him?
Q. We did, and he has testified.

Cross-examination.

(By Mr. TOLLES:)

Q. Where is the car repair shop?
A. Up on the hill, there.
Q. What street?

A. Take the Broadway car and get off at Davis street, and it is the first block down towards the hill; the gate goes right in there.

Q. And the old warehouse is on Independence Street?

A. Yes, sir.

Q. In that car-shop, what kind of work is done?

A. Repairing cars—that is wagon work; they build wagons there, and horse-shoeing, and the like of that.

Q. All sorts of work, and you worked in that shop at some time?

A. I have been working there for the last three months, extra, driving, and in the barn, and working in there: a regular, all-around extra man.

Q. There were in the front part of that shop some boxes?

A. There is some boxes lying between the first and second track; that is all the boxes I know about.

Q. That is all the boxes you know anything about, and have been talking about?

A. That is all.

Q. Those, you say, are tool boxes?

A. That is what I call tool boxes. I thought maybe they was there to sell to the car repairers for tool boxes, and I have even asked some of the other fellows if that is what they were there for; I didn't know what they were there for.

Q. You don't know anything about your brother hauling any boxes?

A. I don't know anything about it; I was working in the shop.

Of course, we would go home at half past four, and maybe
343 they would work at 10. I don't know nothing about that.

We get home at half past four; we don't know anything about those fellows.

Redirect examination.

(By Mr. MONNETT:)

Q. Do you know of his hauling these after night? When was your attention called to these books being stacked up there, that you thought it might be used?

A. I seen them when I first started to work there; it was in the middle of the summer—right after July.

Q. Are those the only boxes you are referring to now?

A. Yes, sir. That was right after July. I worked in the Cleveland Saw Mill in July, and I went right up there to the car-shop and went to work, and seen the same boxes in there.

Q. Who was the black moustached fellow down there at the warehouse; what was his name; at the old warehouse—who has charge of that?

A. Nobody.

Q. He stays at the Broadway office?

A. The only man I know takes care of the storehouse is George Baher.

Q. What kind of a looking man is he?

A. A light moustached fellow, about your size; a little heavier.

Q. He has charge of the Broadway office?

A. He is supposed to be yard boss and storehouse keeper.
Q. Anybody else there?
A. A kid working for them.
Q. Any other man?
A. No.
Q. How long has George Baher been there?
A. Something I couldn't answer; he has been there before me.
Q. Still working there, is he?
A. Yes, sir. He is there ahead of me.

Recross-examination.

(By Mr. TOLLES:)

Q. You know nothing about any boxes except these in the car-shop?
A. That is all. I have been working in the shop right along, and I don't know anything about anything only the boxes I hauled down to the candle works; those were to pack candles in. I generally hitch up in the afternoon and do that, when I am working in the shop.

CORNILIUS O'HEARN.

The further taking of these depositions was adjourned until Thursday, December 22, 1898, at 9 o'clock A. M.

THURSDAY, *December* 22, 1898—9 o'clock a. m.

The further taking of these depositions was resumed pursuant to adjournment.
Present, the same counsel as before.

344 EMANUEL POLLAK, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. State your name to the Notary.
A. Emanuel Pollak, 131 Croton Street.
Q. You may describe your business room, briefly; where is it situated; on which side of the street?
A. On the north side of the street.
Q. Which side is the bar counter?
A. The bar counter is on the west side of the room.
Q. To the left as you enter?
A. Yes, to the left as you enter; the left side.
Q. Have you any benches or tables in there?
A. No, I have not got no tables. There is a bench standing beside the barrels.
Q. How far from the counter?
A. Oh, about five feet from the counter.
Q. You may state whether you are acquainted with Mr. Darmstetter, the Rabbi.
A. I know Mr. Darmstetter, yes.

Q. Do you know him quite well by appearance, and personally?
A. Well, he used to be the Rabbi of our church.
Q. You are one of the officers in that?
A. I used to be; I am not now no more; but he is not no Rabbi no more there.
Q. His time has expired there?
A. His time has expired.
Q. State whether or not you are acquainted with Edward O'Hearn.
A. Yes, sir; I know Mr. Edward O'Hearn.
Q. He is employed by what company, do you know?
A. Yes, he works for The Standard Oil Company; he drives a team.
Q. He lives in your building?
A. He lives upstairs with his mother.
Q. One of your tenants?
A. Yes, sir.
Q. You may state if Mr. Darmstetter was in there sometime, three or four weeks ago, when there was a conversation held between Mr. Edward O'Hearn and some other party, perhaps yourself, in reference to hauling some boxes of books.

Objected to.

A. Mr. Darmstetter was often in my place, as far as that is concerned.
Q. Did you hear a conversation of that kind? Give what you heard about it, if anything.

Objected to.

A. Well, I didn't hear much, as far as that is concerned; I didn't hear hardly nothing, as far as that is concerned. They were talking among themselves, and of course I don't mind what customers talk about; I mind my own business.

345 Q. What was said about working over-time.

A. It wasn't exactly over-time. Mr. O'Hearn come in there and he took a drink. I says to him, "You are a little late to-day." He says, "Oh, not much. It was pretty cold to-day, and I kind of feel like taking a drink." He come in and he took a drink, and he says,—that is all he said, I guess.
Q. Did he say anything about hauling some boxes?
A. Yes, sir; he said he had to haul some boxes, but I don't know where from or what for or where to, as far as that is concerned; but almost every day he hauls barrels, boxes, and all such stuff. He says, "It was pretty cold to-day to haul things—to be outside." I gave him a drink, and he paid for it, and went upstairs to his home, to his supper.
Q. Cannot you give more of the conversation than that?
A. No, sir; I don't know any more, for I can't give any more.
Q. Didn't you state that he had been working over-time?
A. Well, yes; I told him that he works a little longer—I says, "You work a little longer to-day." He says, "Oh, not much": that is the way he answered.

Q. Did he give the reason far having hauled certain boxes that day?
A. No, he didn't give no reason, exactly.
Q. You cannot remember the conversation you say?
A. No.
Q. Was Mr. Darmstetter present, or was he away? Where was he sitting, if he was there?

Objected to.

A. I don't know whether he was present, or he wasn't. Maybe he was; and if he was there, he generally sits on that bench there—you seen the bench there last night. He generally sits on the bench there and reads his paper; whether he heard anything or not, I can't tell you.
Q. Well, you don't know anything of the details of the conversation?
A. No, sir; I don't.

Cross-examination.

(By Mr. TOLLES:)

Q. Mr. Monnett was at your place last night, you say?
A. Yes.
Q. And you talked this matter over with him?
A. Yes, sir; I spoke to him.
Q. Have you any way of fixing the date of this conversation—whether it was five weeks, or three weeks, or four weeks ago?
A. I can't give you no exact date.
Q. Or six weeks?
A. No, sir; I can't. I can't give you no exact date.
Q. And you have stated all that occurred, so far as you saw?
A. Yes, sir; as far as I took notice of it.
346 Q. Do you know if Mr. O'Hearn runs a little bar bill with you—does he—perhaps between pay-days, sometimes?
A. Sometimes, yes, sometimes; not much—50 cents.
Q. Do you know whether or not he had a little bill then that he paid up; or don't you remember about that?
A. That I can't tell you, whether it was exactly that day that he paid up or not.
Q. He is a regular teamster?
A. Yes.
Q. And that is his work all the time?
A. That is his work, yes.
Q. How long has he lived in the rooms over your place?
A. Well, it is going on nearly two years; it will be two years, I guess, in the spring.
Q. Been engaged in this teaming business all that time?
A. Yes, I guess he has been working all the time at that.

Redirect examination.

By Mr. MONNETT:

Q. It was not a pay-day night: he was not paying off any bills that night?

A. I don't know whether he was paying his bills or not; I don't remember that; I know he took a drink, I remember. Whether it was pay-day night or not, I can't tell; I can't remember.

Mr. NEAL: The Attorney-General took a drink last night?

WITNESS: It don't make no difference to me: I will sell it with the greatest of pleasure to anybody. Certainly it is a little distinction when Mr. Monnett comes.

EMANUEL POLLAK.

Also, JOHN MCNIRNEY, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

By Mr. MONNETT:

Q. State your name and residence to the Notary.

A. John McNirney; 85 Oregon, Cleveland Ohio.

Q. What is your business, Mr. McNirney: what company are you working for?

A. The Standard Oil Company.

Q. How long have you been working for them, and what time?

A. Three years next September, as car builder and repairer.

Q. On what street is their car-building works?

A. On Broadway, I believe.

Q. Where are the general offices of the Standard?

A. As I understand, on Euclid Avenue, what they call the Standard Block; and they have got another general office, for the shop, on Broadway.

Q. Then part of the works is on Independence Street, is it?

A. I believe it is. Now, I don't know anything about that: I know that the works where I work in is on Broadway.

Q. In the car-shop?

A. In the car-shop; the hill shop.

347 Q. You may state whether or not you were called, on or about Saturday, the 19th of November, to the general offices to do any work in the way of removing boxes or books, or anything?

A. Yes, I was.

Q. You may stat just what that work was, and commnc with the first: what time of day did you get there?

A. We got there about 11 o'clock in the forenoon.

Q. What was the first thing you did? What did you help do?

A. The first thing we done was to lower a lot of books from the fifth story to the ground floor.

Q. Lower them?

A. I didn't say books; I say boxes. I don't know what was in the boxes. To lower a lot of freight boxes—supply boxes: we call them supply boxes.

Q. Did you help pack the boxes, or anything?

A. No, sir.

Q. Whom did you lower them to? What teamsters, if you know any of them?

A. There was a teamster there, but we was going to take the books—I say the boxes, out in front; but as I understood, the janitor objected, and said we must not take them out in front; we must take them out in the rear of the building.

Q. You lowered these boxes with a tackle from the rear window?

A. No, on the passenger elevator.

Q. You lowered them with that?

A. With that, yes, sir.

Q. What was done with them after that; what teamster?

A. We took them up again; when they objected, we took them upstairs again.

Q. Then what was done with them?

A. Then we lowered them from the back window down in the yard in the rear.

Q. What kind of a device did you use to lower them with?

A. A tackle.

Q. What teamsters, if any, got them?

A. I couldn't tell you; I couldn't swear to the name of the teamster. I know him, but in our capacity we don't come in contact with the teamsters very much.

Q. Was Edward O'Hearn one of them?

A. I would not swear that was his name. I would not swear that was his name. I know him personally, but I don't know his name; I meet him every day, but I don't know what his name is.

Q. You would know him if you saw him?

A. Yes.

Q. A black-moustached man, about your age?

A. An Irishman.

Q. A little heavier set?

A. Yes, sir; I would know him if I saw him again. I see him every day; I don't know his name.

Q. Was there any other man assisting?

A. Yes, sir.

Q. Who assisted you?

A. Moran.

Q. Moran; what is his business?

A. He is a car-builder and laborer.

Q. Do you know a man by the name of Gabeline?

A. Yes, I know him.

348 Q. Did he assist you?

A. I believe he was at——

Q. Where was he; at the offices or the car works?

A. At the general offices.

Q. Do you know a man by the name of Shafer?

A. Yes.

Q. Was he assisting in any way?

A. I believe he was there, too.

Q. At the general offices?

A. At the general offices.

Q. What did they do?

A. They assisted to lower the boxes.

Q. After they were removed and taken down the tackle, then where were they taken to?

A. I believe they went to the warehouse.

Q. Did you ever afterward see them; and if so, what did you do with them? Did you after that see these same boxes?

A. I saw the books—I don't swear they are books, because I don't know what was in the boxes.

Q. Where were they when you saw them next time—the same boxes?

A. In the warehouse.

Q. You may state then, if you had anything to do with opening or burning any books about that time?

A. Yes, sir, we did burn some of those books next Monday. No, we didn't burn them all; I don't think we burned all we took out. I didn't keep no track, and wasn't interested, and don't know how many books we burned.

Q. Did you have more than one burning; were you at it more than once?

A. Yes, sir, twice. The first lot we burned in the car-shop furnace.

Q. What sized books were those?

A. Large and small.

Q. Give the size of the biggest ones, the thickness.

A. That high (indicating).

Q. That would be two and a half feet high?

A. Well, I don't know: I say about 20 inches.

Q. The books were about 20 inches?

A. The chest about 20 inches, and they come up to the top.

Q. About how thick were they?

A. All sizes; I didn't pay no special attention. We burned some big boxes, and some small ones. I wouldn't swear how big they were.

Q. You held this way: about eight inches high and six inches wide?

A. We didn't pay much attention, because we had to get them in there quick. I know they were large, heavy books, almost as much as a man could lift, some of them, what I call ledgers—large books.

Q. Did you burn up loose papers?

A. Yes, sir, we burned papers and letters in a sack.

Q. How many were left to burn the next night, or on Monday night, you say?

A. I think we burned nine chests and six sacks. Those sacks were all letters, copying books, I should think, or something like that. Loose papers, waste paper I say.

349 Q. Letter-press books, and letters and waste paper?

A. I should say waste paper.

Q. How many chests were there originally, about; do you remember how many made a load?

A. Sixteen, I believe, made a load; 16 chests.

Q. At the furnace who helped you throw them in?

A. Moran.

Q. What is his position?

A. Car builder and repairer.

Q. What is his first name, do you know?

A. I couldn't tell that, you know, although I know him two or three years, yet I don't know his name. We work with them every day and don't know their first names.

Q. Is he your boss?

A. He is a young fellow; he used to cut bolts; he was a kid about 20 years; he used to cut bolts.

Q. Were there any of the books that were not burned that were concealed down there in that package, or hid away?

Objected to.

A. What I know—I don't think we burned all the books, because we took more than we burned, as far as I know. I don't know anything about that.

Q. Who else about the offices up there—at the general offices—assisted in this in any way besides Moran; do you know?

A. In the burning of the books?

Q. Either at the offices or in the burning of the books; what other parties?

A. I don't know their names.

Q. What part did Gabeline—did he help take them out of the boxes?

A. No, he didn't help to take anything out of the boxes. He didn't know what was in the boxes.

Q. He just helped move the boxes up at the offices?

A. Yes, sir; we were short-handed, and they sent a party from the car-shop to assist us load the boxes at night.

Q. Were the boxes themselves loaded at night, after they were taken down by the tackle?

A. The boxes were locked when we went there—all nailed up and locked, securely locked: I don't know whether they were securely locked; some of them had no locks on.

Q. You described, if I understood you, as having taken them down, or a part of them down in the elevator first, and then the elevator man——

A. The janitor objected, and we had to take them up, if I understood that.

Q. The reason you had to take them back again and would not let you come down the front way, you had to take them out of the back window?

A. Yes, sir, that is the reason we had to lift them to the third story and lower them out of the back. We could have got done very quickly if we could have taken the boxes in the front.

350 Q. What street then, was the wagon backed up on?

A. There is no street there; it is a yard.

Q. How many different teamsters do you think had a hand in hauling the stuff; more than one?

A. Now, I think there was about three; I don't know the names of the teamsters; the first load I don't know anything about. They took the first load out on Friday—took that up to the offices, and we

destroyed that load in the morning; I don't know who brought that load up.

Q. Was it Saturday morning that you destroyed them?

A. Yes, Saturday morning, and O'Hearn, I guess, was the man's name that took the two loads on Saturday night.

Q. Were they the same boxes each time, and return the empty boxes?

A. No, I would not say they were the same boxes; they have lots of boxes—any amount of them, hundreds of boxes.

Q. What kind of sacks were those?

A. Gunny sacks; common ones.

Q. About how high would they be when they were full?

A. About that high (showing).

Q. About two feet high?

A. Potato sacks, what commissioners use for potatoes.

Q. Gunny sacks such as commissioners use for putting potatoes in?

A. Yes, sir.

Q. The first time you burned them, about what hour did you commence burning them down there in the car-shops?

A. I don't know about the hour; probably 8 o'clock.

Q. Saturday morning?

A. Half past 7 or 8.

Q. On Saturday morning was the first?

A. Yes, sir.

Q. Then when did you commence on the second time?

A. We commenced then about—Monday we commenced about 10; maybe half past 10.

Q. The same parties present each time?

A. Yes, sir. Now, not all the parties, because only two of us fired the pump-house boilers.

Q. Why did you change from the car-shop furnaces to the pump-house boiler?

A. As I understood it, because they put the steam down—the books would not burn.

Q. How do you mean—putting the steam down?

A. In the car-shops they fire with shavings from the cooper-shop and car-shop; there is nothing but bones and shavings and small stuff goes in there.

Q. It don't keep a steady fire?

A. Yes, the shavings keep a steady fire; but when books went in, they didn't burn rapid enough to keep steam up, and so the steam went down.

Q. And then you had to go over to the other shops? What kind of furnaces have you at the second shop?

A. Just a common—I guess Sterling boiler; I don't know the name of the boiler. I know we fired the boiler from about 10
351 o'clock I guess till half past 1—we put these books in.

Q. Large, solid books burn fast, or slow?

A. I judge they burned kind of slow. Paper burned all right, and kept up good steam.

Q. But the heavy books in the first furnace practically put the fire down so low that you could not run?

A. I don't know, but that is what I understood.

Q. How far is the second furnace from the first one: the same building?

A. No. There is the pump-house on the river, and the car-shop is on the hill.

Q. The last books were burned down by the river in the pump-house?

A. Down by the river.

Q. Who all did you see up there at the general offices besides the two you have given? Moran was one you have given, and Gabeline is another?

A. He don't know anything about the burning of those books.

Q. Moran helped you at the general offices. Moran helped you each place at the general offices?

A. Through the whole transaction.

Q. Through the whole transaction?

A. Yes.

Q. From whom did you get your orders to go up to the general offices and to do the burning?

A. The car-shop foreman.

Q. That is this Mr. Moran?

A. No.

Q. Who is the car-shop foreman?

A. His name is George Fields; he is the car-shop foreman, or was at that time, because the Master Car Builder was away at that time and he was acting as master car builder.

Q. When did he give you these orders, with reference to the first that you started out? On the same day, on Friday?

A. What orders?

Q. To go after these books, or to go up to the general offices.

A. Yes, he gave me orders to go up to the general offices and get these books.

Q. About what time of day was that, on Friday?

A. On Friday about, I should judge about half past 9 or 10 o'clock in the morning. We got up here about 11 I should say, as near as—I wouldn't swear to the exact time because I don't know, though it was before dinner-time when we got up there; the clerks were all there yet.

Q. The clerks were all in the office yet?

A. When we got up there.

Q. Was anybody in the office when you were moving these boxes out?

A. They were all in there—all the clerks.

Q. Did anybody up there give you directions about getting them out, other than Moran? Who gave you directions about where to get the boxes, up at the offices?

A. They had the boxes tagged for distribution.

Q. What places were they tagged to; to what places were you to take them?

A. Well, now, I couldn't tell that. I don't know whether
352 they were tagged for the car hill shop, or just Charles Hogan, for distribution.

Q. Who is Charles Hogen?

A. He is General Superintendent, as I understand.

Q. Tagged to him? Where does Charles Hogen hold forth?

A. What is that?

Q. Where does Hogen have his headquarters; at the Broadway or Independence Street shop?

A. I believe his headquarters is at Broadway.

Q. What kind of a looking man is he?

A. A fine looking man.

Q. Black moustached man?

A. No. He is a young man; he has got no moustache at all; smooth-shaven, clean-faced, not a very oldish man; he is superintendent. He can tell you more about those books than I can.

Q. That is Charles Hogen?

A. Charles Hogen.

Q. I was informed he could, but we were not able to subpœna him yet.

Cross-examination.

By Mr. TOLLES:

Q. Where are you at work now?

A. Standard Oil Company.

Q. And in what capacity?

A. Car repairer and builder, when we work; we only work now when we can.

Q. The car repair shop is where?

A. On Broadway.

Q. On Broadway, and the foreman of the shop was George Fields?

A. No, not now.

Q. At that time?

A. At that time he was.

Q. What date are you speaking of?

A. How's that?

Q. Of what date do you speak in your testimony? When was it that you were at the general offices?

A. I believe it was on the 19th of November.

Q. Have you any way of fixing that date?

A. That is, we got paid on that day.

Q. You got paid on the 5th too, didn't you?

A. Yes, but we got paid on that day, too.

Q. You got paid on the 5th and on the 19th, both on Saturday; the 5th and Saturday the 19th?

A. Yes.

Q. Do you know that it wasn't Saturday, the 5th?

A. The 5th? No, it was on the 19th.

Q. What way have you of fixing that day, any more than it was a pay-day?

A. Because I know we have only had two pay-days since.

Q. You have had two pay-days in November?
A. Yes, sir.
Mr. MONNETT: "Since," he says.
WITNESS: Since that.
Q. You had no pay-day in November after that?
A. What? No.
Q. You had no pay-day in November after that?
A. No.
353 Q. But two in December have you had, already?
A. We have now, yes; one on the 5th and one on the 20th, or on the 4th; I don't just remember the date. Some days we get it on the 4th and sometimes on the 5th and 19th, and sometimes on the 20th.
Q. Was it on a pay-day you say you were up there at the general offices?
A. Yes.
Q. On a Saturday?
A. On a Saturday.
Q. I thought you said it was on a Friday at 11 o'clock?
A. No, I never said anything of the kind. What is that?
Q. I thought you said it was on a Friday, about 11 o'clock, that you were at the general office?
A. On a Friday?
Q. Yes.
A. It was on a Saturday.
Q. That, you are positive about?
A. I am positive about that, to swear to that.
Q. If you said Friday you were mistaken?
A. Sure thing.
Q. Who went up there with you: did you go alone?
A. I went up there with the team and Moran, and the teamster.
Q. Moran and yourself, and the teamster? The teamster's name you don't know?
A. No; I can't swear to that.
Q. On that day you found some boxes in the general office, nailed up?
A. Yes.
Q. And you started first to take them down in the elevator?
A. Yes.
Q. The janitor objected to your taking them out the front way?
A. Yes, I understood; I don't know who objected. We had orders to take them out.
Q. The elevator is the general passenger elevator to the building?
A. Yes, sir.
Q. And then you lowered them out of the window?
A. Yes, sir.
Q. This was in the day-time?
A. No, it was dark time when we commenced.
Q. I thought you got there about 11 o'clock in the morning?
A. And they wouldn't let us take the boxes out.
Q. You stayed around there all day?
A. We stayed around there all day.

Q. You stayed around the block all day till evening?
A. Yes, sir; and we helped pack some of those boxes and sacks.
Q. You stayed about the block all day till evening?
A. Yes; and then we had to put up the tackle.
Q. Answer my questions. Then after evening it was that you lowered them out of the window?
A. Yes, it was dark when we commenced it.
Q. What time in the evening?
A. I should say about half past four or five o'clock when we commenced.
Q. Standard, or sun time?
A. Sir?
354 Q. (Question repeated.)
A. I should say it was half past four sun time when we started.
Q. And you had been at the block ever since 11 o'clock that day?
A. Yes.
Q. You, and the teamster, and Moran?
A. Yes.
Q. And the team there, waiting?
A. Yes, the team waiting.
Q. All day?
A. All day.
Q. And Moran there with you?
A. Yes, sir.
Q. Then you hauled these boxes where?
A. I don't know where they went after they went away from there.
Q. You didn't go with the team?
A. No.
Q. The next day, do you say, you burned some books?
A. Not the next day.
Q. Not on the next day? I thought you told me that you burned part—I thought you testified that you burned some books Saturday morning, and some Monday morning?
A. Oh, those books I had nothing to do with it.
Q. Did you say that you burned some books Saturday morning?
A. Yes. I had nothing to do with loading those books, though.
Q. You burned some books Saturday morning?
A. I helped to burn some.
Q. And some on Monday morning?
A. Yes.
Q. Where these books that you loaded on Saturday went, you don't know?
A. No, and I don't know where they come from, either.
Q. The books that you burned Saturday morning, or helped burn, where did you get them from?
A. We got them from the wagon.
Q. Off the wagon?
A. Off the wagon.
Q. They were standing—left on the wagon?
A. Yes.

Q. In front of the car-shop?
A. No, not in front; in the rear.
Q. You took them off the wagon: were they in boxes?
A. They were in boxes.
Q. Nailed up?
A. Nailed up.
Q. You ripped the boxes open?
A. We ripped the boxes open.
Q. Who helped you open them?
A. Moran.
Q. That was on Saturday morning, of a pay-day?
A. Yes.
Q. And were there some gunny-sacks too, then, of papers?
A. Yes, sir, I think there were some gunny-sacks, too.
Q. Are you sure about that?
A. Yes, sir, I will swear there was.
Q. How long were you burning those—opening those and putting them in the furnace?
A. We had five or six boilers there; it didn't take very long.
Q. How long?
A. I suppose about thirty minutes.
Q. Who told you to do that?
A. The car-shop foreman.
Q. Who is he?
A. George Fields.
Q. George Fields told you to do that?
A. Yes.
355 Q. Is George Fields there now?
A. Yes, he is there now.
Q. General Foreman?
A. Not foreman now.
Q. After you got through then, you went up to the general offices?
A. On that particular day, yes.
Q. That is the first time you had been up there?
A. The first time I ever was up there, and the last time.
Q. There you loaded these nailed boxes, and they were taken somewhere?
A. Yes, sir.
Q. And you didn't go with them?
A. No.
Q. On Monday you burned some more books?
A. We burned some of those books.
Q. Where did you get the books from that day, that you burned?
A. The warehouse.
Q. Who went with you to the warehouse to get them?
A. Moran.
Q. How did you take them from the warehouse to the furnace?
A. With a wagon.
Q. Hauled them on the wagon?
A. We did.
Q. Was the warehouse open when you got there?

A. I believe the warehouse was open.
Q. Generally kept locked, isn't it?
A. Well, it was—we couldn't get the books out if it wasn't open.
Q. I asked you if it was open when you got there?
A. Hogan opened the door.
Q. Where did you first see him?
A. I seen him there about—near the warehouse; I don't know whether it was right there.
Q. Did he have the door open when you got there, or open it afterward?
A. I think we went up together; I don't remember now. I don't remember whether he had it open.
Q. Did he have the door open when you got there, or did he open it afterward?
A. I believe he opened it while we were there.
Q. Where did you first meet him; or where did you start from with him?
A. I think we met him on the street; I would not swear where we met him.
Q. Just happened to meet him. Who told you to go down there?
A. We had orders from the car-shop foreman.
Q. That is Fields, again?
A. Yes.
Q. Fields told you to go down there?
A. Yes, sir.
Q. On the way, you think you met Hogan?
A. I think we met him. I am not sure whether he was at the warehouse, or whether we met him on the way and went down together.
Q. What is your best recollection about it?
A. I think we met him on the way and we went down and opened the door.
Q. And he went along with you and opened the door?
A. Yes, sir, I think that is it.
356 Q. Where were the boxes?
A. The boxes were in the warehouse.
Q. Whereabouts in the warehouse?
A. On the ground floor, I think; and part of them on the second floor.
Q. Part on the second floor, and part on the ground floor?
A. I think so.
Q. You brought some down from the second, did you?
A. No, we took some up.
Q. You took some up to the second floor?
A. Yes, sir.
Q. The boxes that you took out—did you take them partly from the second floor and partly from the ground floor?
A. How's that?
Q. The books that you took out at that time, did you take them partly from the second floor and partly from the ground floor?
A. I don't swear these were books; I say they are boxes.

Q. The boxes that you took out on that Monday morning, did you take them partly from the second floor and partly from the ground floor?

A. I think all we took out on that morning we took from the ground floor.

Q. Did you take some boxes on the second floor that same morning?

A. What was left, we took up to the second floor; those boxes that we didn't take them down to the furnaces—there was some more boxes that we didn't take to the furnaces.

Q. Were there other boxes on the second floor?

A. How's that?

Q. (Question repeated.)

A. Yes, hundreds of them.

Q. Just like these?

A. Yes, just the same.

Q. Warehouse full of them?

A. Well, the warehouse isn't full, but there are carloads and carloads of them.

Q. Carloads of that same sort of boxes?

A. Yes, sir.

Q. How many boxes did you take out that Monday morning?

A. I wouldn't swear to that; I think 8 or 9 boxes; somewhere in the neighborhood of that.

Q. Who told you which ones to take?

A. Hogan.

Q. Hogan pointed out the ones for you to take?

A. Yes.

Q. Were there other boxes on the second floor?

A. How is that?

Q. Were there other boxes of this sort on the first floor?

A. There were boxes that appeared to be the same sort.

Q. On the first floor?

A. No; on the first floor I don't believe there was any more boxes left of that kind.

Q. All the boxes you got were stored on the second floor?

A. Yes.

Q. How many of them would you say were there?

A. I could not have no idea.

Q. A hundred?

A. Yes, I should say a hundred, and more than that.

357 Q. Carloads of them?

A. They were piled up 8 feet high, about.

Q. And a portion of the boxes that were on the first floor you took out?

A. We took out.

Q. And the rest were carried up and left.

A. We took out everything of that nature on the bottom floor, and put them on top.

Q. Piled them up with the other boxes?

A. Piled them up with the other boxes.

Q. These boxes that you took out, where did you take them?
A. We took those to the pump house, and burned them.
Q. Who opened the boxes?
A. I did.
Q. Nobody helped you?
A. Moran helped me, I guess.
Q. Who was the teamster that went over with you?
A. I would not say.
Q. Don't you know the teamsters there?
A. I know if I see him here.
Q. The same teamster that was here at the building?
A. No, it wasn't the same teamster; it was another teamster.
Q. And you don't know his name?
A. No; he has been in the employ of the company as long as I have and he is there yet, and he is working for the company yet.
Q. And you can't give his name?
A. No, I don't know his name; but I know him if I see him.
Q. You opened the boxes yourselves after you got them there?
A. Yes, sir, we got them open.
Q. At the pump-house? Where is the pump-house?
A. It is—or I should say on the Valley Railroad—about where Jefferson Street crosses the Valley Railroad; close by Jefferson Street, where Jefferson crosses the Valley Railroad, south; the south side of Jefferson.
Q. Was this the first time you had ever helped in any work of this sort?
A. The first time I ever helped in anything of that kind.
Q. You took books out of these boxes, that you burned?
A. We took them out.
Q. On Monday morning; they were books, were they?
A. They were books.
Q. The ones that you took out on Monday morning?
A. Monday morning, they were books, heavy books; large, heavy books.
Q. Or books and some papers?
A. Some papers, some books; some of those chests had loose papers in.
Q. How many of them had loose papers in, and how many of them books?
A. About half of them, as I should judge.
Q. Waste paper?
A. We considered them waste paper.
Q. Do you know how many boxes there were on the warehouse floor when you went there that morning?
A. What floor?
358 Q. On the first floor of the warehouse.
A. I would not swear to it, but in the neighborhood of 18 or 19 boxes.
Q. And you took about half of them away, and about half of them upstairs and left them?
A. About that.

Q. Have you ever been in there since?
A. Never.
Q. Is anything kept in that warehouse on the second floor, except boxes of this character?
A. How's that?
Q. Is anything kept on the second floor of that warehouse except boxes of this character?
A. I believe that is generally what it is used for; there might be something else there.
Q. A storage place for books and papers.
A. For miscellaneous things. I don't know that there is anything there but books and papers.
Q. Boxes of that sort?
A. Boxes of that nature.
Q. What is kept on the lower floor?
A. On the lower floor of that warehouse there is scrap iron and machinery.
Q. At the pump-house, were the firemen and engineer there?
A. There was no fireman; the engineer does the firing and engineering both; there was only one man.
Q. He was there when you did this burning?
A. He was there when we destroyed them.
Q. Saw you put them in?
A. Saw us put them in, and we fired the boilers; while we was there we kept steam up.
Q. The engineer at the pump house saw you both?
A. Yes.
Q. If the day you were at the office was Saturday, the 19th, this day would be Monday, the 21st?
A. Well, yes.
Q. That you were at the pump house?
A. Monday, the 21st.
Q. On the Saturday before, when you were at the car-shop furnaces, was the fireman or engineer there?
A. Both firemen was there; no engineer there.
Q. Just the firemen?
A. The engineer don't go in the fire-hole.
Q. Just the firemen?
A. Just two firemen; I don't know their names. I know them.
Q. They were both there; could they both see you?
A. They are there yet.
Q. And they both saw you?
A. Yes; they helped fire the books, burn the books.
Q. Helped you?
A. Helped us.
Q. After this had happened, whom did you first talk to about it?
A. Nobody that I know of.
Q. Never mentioned it to anybody?
A. I never did; not that I know of.
Q. Never talked with anybody about it?

A. No, not that I know of.

359 Q. When did you first hear that you were expected to testify?

A. I seen it in the Press; I just noticed it in the Press, last night.

Q. But they didn't say that you were going to testify?

A. No, it didn't say I was going to testify.

Q. And you never talked with anybody about it, or told anybody that you did this?

A. Not that I know of; but I might have said amongst the boys—in the shop—they might have asked me where I was, or something like that, amongst the men where I work. We have a lot of men in the shop; naturally they would ask me where I was, and I would say I was burning waste paper, or something like that.

Q. Do you know?

A. I don't know that I ever did say that.

Q. How many employees in the shop; three or four or five hundred, one, or two, or how many; about how many?

A. Oh, I suppose about thirty or forty.

Q. Do you ever remember of talking with any of them about it?

A. No, I would not swear that; I may have and I may have not; I could not tell that.

Q. When did you get your subpœna in this case?

A. To-day.

Q. Have you talked with any one about it since?

A. Not one.

Q. Not anybody at all?

A. No, sir.

Q. Until you got on the stand?

A. No, sir.

Q. Didn't mention it or speak of it, talk about it with anybody at all?

A. No, sir; not one.

Mr. MONNETT: Outside of the parties here, you mean.

WITNESS: Since I got my subpœna, he said, and he asked me since I got my subpœna if I talked with anybody, and I said no.

Q. With anybody at all?

A. With any body at all.

Q. Haven't mentioned it?

A. No, since I got my subpœna I have not done it.

Q. Before you got your subpœna, whom did you talk with; talk with anybody last night about it?

A. No.

Q. Or yesterday.

A. Not that I know of. No, not yesterday.

Q. You would know if you did, wouldn't you?

A. I know I didn't; I swear to that.

Q. Your lips have not opened on that subject to anybody?

A. To anybody. I just noticed it in the Press, last night.

Q. I am not asking what you saw in the Press; that was not all true.

A. No, it was not all true, and so I want to put myself right on that question.

Q. You never even talked with Mr. Monnett about it?

A. I don't know but what I have.

Q. I thought you hadn't talked with anybody?

A. Since I got my subpœna, I swear I haven't talked to anybody.

Q. Before you got your subpœna?

A. I might have talked to him before that.

360 Q. So that you weren't correct when you said you hadn't talked with anybody?

A. After I got my subpœna.

Q. I asked you before, too, didn't I?

A. I may have talked; I couldn't tell that.

Q. To anybody besides your shop-mates, before you got your subpœna?

A. I talked to the gentlemen right here before I got my subpœna.

Q. Then you weren't correct in saying that you didn't?

A. Outside of here, you see; outside of here, I understood it, you know.

Q. I asked you if you talked with any living soul about it?

A. Before I got my subpœna?

Q. Before or after.

A. I say I did talk to the gentleman right here (Attorney General).

Q. Then you didn't tell me correctly before?

A. Then I state that now.

Q. Where did you talk with Mr. Monnett?

A. Right in his office.

Q. At Columbus?

A. At Cleveland.

Q. When?

A. To-day.

Q. That is, after you got your subpœna?

A. Yes. Before I got my subpœna.

Q. You got your subpœna after you got here?

A. Yes, sure thing.

Q. Who asked you to come down?

Objected to.

A. I don't know that I have to answer that question.

Q. I insist on an answer.

A. I could answer that question, and it would not materially change the matter at all.

Q. I understood that objections had to be noted, and questions answered. Who asked you to come down here?

Objected to.

A. Do I have to answer that question?

Mr. MONNETT: Do you say this Notary has power——

Mr. NEAL: The Notary has not any power to have a witness decline.

Mr. MONNETT: We object to his telling that.

Q. You didn't get your subpœna till you got down here?
A. No.
Q. You didn't get it till after you had talked with Mr. Monnett? You didn't get your subpœna till after you had talked with Mr. Monnett?
A. Do I have to answer that question?
—. We know that is a fact; you have already stated it.

Q. Then say so. You didn't get your subpœna till after you had talked with Mr. Monnett?
A. Well——
361 Q. You did talk with somebody before you came down here?
A. Yes, I did.
Q. Before you came at all?
A. I talked to my wife; I told her I was coming down in the neighborhood of the square.
Q. That you didn't answer me correctly about that before?
A. How's that?
Q. (Question repeated.)
A. I talked to my wife about it.
Q. Before you came down here at all?
A. Yes, sir.
Q. Talk to anybody else besides your wife?
A. That is all.
Q. Then you came down here without a subpœna?
A. Without, yes, sir. I had a little business down in this block, anyway.
Q. Happened to have it here this morning?
A. Yes.
Q. Do you swear, sir, that your wife is the only person you have ever spoken to about this before you came here?
A. That is only a joke; I didn't speak to my wife at all.
Q. You didn't speak to her at all?
A. No; we are not in court now. I have got no wife.
Q. You haven't any wife at all?
A. No; I didn't speak to nobody about it.
Q. Coming down here without a subpœna, whom did you talk with about coming, before you came?
A. Not a soul; I will swear to that.
Q. Never had spoken to anybody about it?
A. No.
Q. Just came down here, volunteered to the Attorney-General?
A. Yes, sir.
Q. And then got your subpœna?
A. I think it is my duty.
Q. And then testified?

A. It is a duty, or any other citizen's duty to do that in this case.

Q. That was your only motive in coming down?

A. That is the only motive in this case; I may lose my job on account of it.

Q. You never had told anybody about this up to that time?

A. Except somebody around in the shop, generally speaking between ourselves; I have stated that before. Everybody in the shop knew that these books were destroyed and these papers, and they all understood they were waste paper, as we understood it. There was no secret about that—no secret about this case at all; all the employés in the car-shop knew that these books were destroyed, and understood they were waste paper, and we understood they were waste paper.

Q. And you don't know now——

A. And I don't know now but they are waste paper; that is understood. I understood it was waste paper; but the statement of The Press, last night, you know, that we went into a saloon and done all this sort of thing, and made—I don't know what the Press come out.

Mr. MONNETT: You weren't in that saloon?

WITNESS: I wasn't in that crowd at all; I didn't know
362 anything about it, and if they did go in there I don't know anything about it; and I don't believe it is true.

Whereupon the further taking of these depositions was adjourned until 4 o'clock P. M. this afternoon.

DECEMBER 22ND, 1898—4 o'clock p. m.

The further taking of these depositions was resumed pursuant to adjournment. Present, same counsel as before, also Mr. E. B. Kinkead for the State.

Also CHARLES C. HOGEN, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. MONNETT:)

Q. You may state your name to the Court.

A. Charles C. Hogen.

Q. Where is your place of business and residence?

A. My place of business is The Standard Oil Company No. 1 Works; residence, 851 Stark St.

Q. What are your general duties in connection with the Standard Oil Co., and what department do you have?

A. I have charge of some of the departments out there at the works, more particularly the mechanical department.

Q. Which works do you refer to; the car-shops?

A. The car-shops.

Q. Do you have in any other building than the car-shops?

A. Yes.

Q. Do you have the engine-rooms of the power house under you?

A. Yes.

Q. Is there a Mr. Moran working for you, do you know?
A. There may be.
Q. A young man?
A. There may be.
Q. Do you know a man by the name of Gabeline working for you?
A. I don't—not by name.
Q. Do you know Mr. Shafer, working for you? You don't pretend to know the names of your employés?
A. Not at all, except a few of them.
Q. How many have you down there under your employ?
A. Possibly three or four hundred; there may not be, however, that many. I don't just recall at the moment how many there are.
Q. Do you remember of being called upon or having given any orders to John McEnry and a driver by the name of O'Hearn, on or about the 19th of November, 1898?
A. I may have given instructions—general instructions—possibly, but I would not give it to these men. It would be to the man in charge of the team.
Q. As to McNirney, who was a man that worked in the car-shop, do you know him in any general way?
A. I recall such a man, yes.
363 Q. Had you occasion to give him any orders or directions to go up to the general offices of the Standard Oil Co., on or about the 19th of November, 1898?
A. Not personally.
Q. Whom did you give it to?
A. I probably gave it to the man who was in charge of the car-shop at that time.
Q. Who would that be?
A. His name was Fields, I believe.
Q. George Fields, was it?
A. George Fields.
Q. Was he car-shop foreman?
A. Yes, sir.
Q. Do you remember giving instructions to have one of his men go up there for the purpose of getting some boxes?
A. I believe I gave such instructions about that time.
Q. Do you know of the boxes being delivered, afterwards?
A. I recall their delivery.
Q. Do you know of the contents being burned in the furnaces there in the car-shops?
A. In the car-shops?
Q. Down at the pumping engine.
A. Down at the pumping engine; the boilers at the pumping station.
Q. Do you know what men did the burning of the contents of those boxes?
A. I would not know them by name.
Q. Where did you get your orders from to send them up there?
A. They telephoned me from the Standard Block.

Q. You never saw the boxes themselves, did you?
A. I did.
Q. Where did you see them?
A. I personally inspected the burning of the contents of them.
Q. Was there one place or two places they were burned?
A. One place, under two boilers or three boilers, as the case might have been. I don't recall how many we had fired that day, but probably two boilers.
Q. There was none, you think, burned in the car-shops on Saturday, then?
A. No, sir.
Q. Was it Monday that they were burned in the pump-house?
A. It may have been. I was not at the Works on that Monday.
Q. What date was it when you superintended part of the burning?
A. I should say it was November 19th.
Q. That was on Saturday, the 19th, I believe?
A. I believe so.
Q. That was a pay-day?
A. That is the way I recollect it.
Q. How many boxes were there the contents of which were brought down there?
A. I could not state definitely.
Q. What was in the boxes; what was the contents?
A. The contents was a miscellaneous lot of paper—one kind and another.
Q. What were they in?
A. In boxes; the paper was simply thrown in loosely.
Q. Did you see any of those boxes that weighed about 400 pounds?
A. There were no such boxes.
Q. Were there any books that you saw?
A. Yes.
Q. What sized books were they?
A. Small books, about the size of impression books.
Q. Letter-press copy books?
A. Yes, letter-press copy books.
Q. Were there any ledgers?
A. There were not.
Q. Stock books?
A. There may have been some stock books.
Q. And some journals?
A. No, there were no journals.
Q. How many boxes were there that you watched taken out?
A. I watched them all. There may have been 6 or 8 of the boxes; I cannot tell definitely.
Q. You saw 6 or 8, the contents burned?
A. Yes. There may have been more than that; it was a matter of no consequence to me at the time, and for that reason I didn't even count them.

Q. There was only the one burning that you saw?
A. That is all, at that time.
Q. Who is it who engaged in it; who was doing the active work under you?
A. The two men.
Q. Who were they?
A. I don't know their names.
Q. You were not in charge of any burning that took place Monday?
A. I was not.
Q. Were you there at that time?
A. It seems not.
Q. Do you know who was in charge at that time?
A. I don't.
Q. Who was the man that telephoned you from the general offices to send men up there?
A. I could not state; it was a telephone message.
Q. What did he order?
A. I don't recollect that; probably a notice such as we get occasionally that there were boxes being sent out there, or that there was waste paper being sent out there; but I recall nothing about that.
Q. Were they tagged direct to you—the boxes; or to whom?
A. They were not tagged nor directed.
Q. What time of day did they arrive there at the shops?
A. I should suppose it was in the forenoon, as I remember it. It was in the forenoon that the contents of the boxes were burned.
Q. Five or six boxes, you put it; maybe eight?
A. Or it may have been that they came out there the night before and were left on the wagon, but I cannot say definitely.
Q. That you cannot fix definitely?
A. I cannot fix that definitely.
Q. It might have been afternoon that they were burned?
A. No; they were burned in the forenoon; that I remember definitely.
Q. You were not present at any started to be burned in the furnaces of the car-shops only?
A. No, not recently.
Q. How are the car-shops furnaces furnished with fuel; what kind of fuel do you use in the car-shops.
A. There are no furnaces at the car-shops; the furnaces which you refer to doubtless are those at the cooper shop, adjacent to
365 to the car-shop. We burn there during the day-time, while the barrel factory is running, we burn the refuse from there —shavings and small blocks from the box factory.
Q. Do you know of a certain heavy box being put in there and choking the steam down, among the shavings, and afterwards changed over to the other place?
A. No.
Q. You cannot give the names of any one that assisted you at all?
A. I cannot.

Q. You don't know the name of the driver; don't know Moran by sight?

A. No, I am not familiar with but very few of the men.

Q. Do you know John McEnry by sight; what kind of a looking man is he? What do you call that? John McNirney, I guess.

A. I would know him because of a circumstance which happened something like two years ago.

Q. He is an Irishman, isn't he?

A. I judge from his name that he is.

Q. From his talk; or don't you ever talk with him?

A. I have not talked with him in some time; but about a year or two years ago I had occasion to talk with him.

Q. Did you talk with him on this occasion any?

A. I did not.

Q. Did you see him when you gave him the orders. You gave your orders to Fields—George Fields?

A. To Fields.

Q. Was Mr. Fields there to-day, George Fields?

A. He was there this morning.

Q. We would like to have him sent out in the morning, if you have authority to do it. We subpœnaed him and we could not get him. We were trying to get him in place of you this afternoon; if you will be kind enough to send him up.

A. I will.

Mr. TOLLES: I take it that the witness would be under no obligation to do that unless he wished to do it as a matter of courtesy. I don't suppose you could order one man to produce another as a witness.

Mr. MONNETT: Oh, no, no. All right. We have been trying to get him all afternoon, and it is impossible to get hold of him.

Mr. TOLLES: If we had been asked to produce him——

Cross-examination.

(By Mr. TOLLES:)

Q. How long have you been at the No. 1 works?

A. Twenty-one years.

Q. You said in one of your answers that you had not been present at any burning of any papers or such materials, at the cooper shop furnaces, I think, recently. Have you ever been present at such burning?

A. I have, in times past.

Q. Is such a thing of common occurrence at the works?

A. The burning of papers?

Q. Yes.

A. Very common; yes, sir.

366 Q. How does it come about?

A. It is simply the burning of our accumulation of waste paper. We find it more economical to burn it than we do to sell it; and for that reason burn it.

Q. How long has that been your practice?

A. It has been the practice for twenty-one years that I know of.

Q. How frequently do those things occur?

A. That would of course depend upon the accumulation of paper —several times a year.

Q. Is it any unusual thing to send your teams to the office for boxes of that or other character, and have them brought over to the works?

A. Nothing unusual whatever.

Q. The boxes the contents of which you saw burned under the pump-house furnaces—do you remember whether you did get them from a wagon, or where?

A. Yes, they came from a wagon.

Q. Were they unloaded from the wagon at the time?

A. They were unloaded from the wagon at the pump-house; I was there at the time they were unloaded.

Q. Was there anything in the entire contents which was burned, which was other than waste stuff?

A. I should not attach any other value to it; it was a lot of miscellaneous paper, with the exception of some impression books—or bill books, they might have been.

Q. And impression—Do you know what the character——

A. I never have examined this stuff carefully, or given it any consideration. I simply have seen that it was taken care of; I never make a practice of copying their invoices, bill of various kinds—, and I noticed that some of them were books of that kind.

Q. Was it any different in character from the stuff that you had seen burned there in years past?

A. No; it was of the same general character.

Q. Was there in it any books of account—ledgers or journals, or books of that character?

A. No books of that character.

Q. Have there been as lately as this year—have other supplies of that sort come over there for burning, at other times during this present year?

A. Yes, early this year there was a quantity of stuff—a considerable quantity of stuff came over there.

Q. And stuff of this character?

A. No; some of it—partially that, and partially larger books.

Q. I believe some change was made in the office arrangements in 1896, at the general office.

A. The general office was condensed, or contracted, so to speak, just previous to July 1, 1896, I believe. That is to say, they moved, where they were occupying, as I remember, four or five floors of this building over here, they moved up and are now occupying two floors.

Q. During the time of that change, state what the fact was—whether any considerable quantity of refuse stuff came over for——

Objected to.

367 A. There was a considerable quantity of stuff came out at that time; it may been in the latter part of 1897 or very early in 1898—in this year.

Q. I was speaking of July, 1896, at the time of the change: do you recall?

A. There was a considerable quantity of stuff came out then.

Q. And since that time, at intervals during the year, what is the fact as to whether stuff of this character has come out of the works?

A. It has been coming out at intervals, different times.

Q. You were not, for some reason, at the works on Monday following this 19th?

A. It seems that I was not there.

Q. It seems, from the books?

A. Yes, sir.

Q. Did you make any effort at secrecy in this work?

A. In disposing of this paper?

Q. Yes, in this burning.

A. None whatever.

Q. Done, you say, in the forenoon?

A. It was done in the forenoon.

Q. How did you get the men to assist in doing it?

A. What persons did you get there?

A. I probably telephoned up to the car-shop to send a couple of men down there to do some work which I had for them.

Q. And they were sent down?

A. They were sent down.

Q. Any selection by you of the men to come?

A. Oh, no; none whatever.

Redirect examination.

(By Mr. MONNETT.)

Q. Speaking of what quantity was burned in the latter part of 1897 or early in 1898, what was the occasion of burning them then; what kind of books did you burn then?

A. I don't just recall the character of the books, they were a lot—I know some of them were books that were thirty-five years old, and some of them were records of one kind and another that were of the very early days of the oil business.

Q. You don't mean they burned large books—did they?

A. There were some large books burned.

Q. What time—January, would it be, or February, 1898?

A. I think in March of this year.

Q. What sized books were those?

A. Some of them were large books.

Q. Big, ledgers?

A. I should say some of them might have been ledgers, or journals, or account books of some kind.

Q. That includes the history of the business down to that date, some of them, you said?

A. No, there was nothing burned there that—since, I think, 1888 or 1889; 1888.

Q. Did you examine to see?

A. Yes.

Q. Is that part of your business?

A. I was told to burn nothing that was less than ten years old.

368 Q. They were sent there to be burned; you didn't have the selection of it?

A. No, I didn't have the selecting of it from the city office; I had the selecting of it out at the works.

Q. Do you re-sort it there?

A. I did at that time.

Q. You never did at any other time, did you?

A. No, sir. The stuff was sent out—there was such an accumulation of it at the time they condensed their vault-room over here, as I understood it; and they sent a very large quantity of it out there.

Q. And you examined each book to see if it was 1888?

A. 1888, or previous to that time.

Q. Looked them through—each ledger? How many of them again did you burn?

A. I could not tell you how many there were; there were a great many of them.

Q. At any other time did you burn big books like that?

A. No, sir.

Q. That was in March, 1898?

A. That was in March, 1898.

Q. Burn letter-books, then too; letter-press books?

A. Cords of them at that time.

Q. And letter-files; files of letters?

A. Files of letters.

Q. Which furnace did you burn them in?

A. Those were burned at the boilers adjacent to the cooper-shop.

Q. You didn't see any books about two feet high and perhaps six inches thick, burned on this last occasion?

A. I did not.

Q. If they were burned, you were not present at that burning?

A. I was not present.

Q. You did say some of these were letter-books that were burned at that time?

A. They may have been letter-books; they were impression books. I know that some of them were invoice books—books in which press copies were taken of invoices.

Q. Did you see any of these boxes that weighed as much as 400 pounds—filled with books?

A. I did not.

Q. You didn't help handle any of them?

A. No, sir.

Q. You didn't examine the dates of these, this last time?

A. No.

Q. You didn't have occasion to examine them?

A. No.

Q. The only time you ever examined dates was on that one occasion last March?

A. That is the only time.

Q. A different set of men bring those boxes down, or these same men?

A. I don't recollect that.

Q. How long were you examining those books in burning them?

A. It was several days; I don't recall how many.

Q. Those books you burned from the beginning of the oil business?

A. Yes.

Q. 1862, did you say?

A. There were records that I noticed there as far back as 1863.

Q. So that up till March, 1898—thirty odd years—they never had burned the books till that time?

A. That, I don't know.

369 Q. The large books—to your knowledge?

A. I should say not from the accumulation of them that there was.

Recross examination.

(By Mr. TOLLES:)

Q. Do I understand you that this was at the time the old accumulation were gotten out of the block?

A. Yes.

Q. As I understand you, there were no live books at that time burned? None except those old——

A. No; there were no live books.

Q. There were letters and impression-books, and invoices—all sorts of old stuff?

A. There were letter-books and impression-books. I wish to make one correction before signing. I find from the books at my office that I was at home sick on November 19 and present on November 21. I had these dates reversed in my testimony. I telephoned to have Stanbury attend to the matter in my place on November 19.

CHARLES C. HOGEN.

Whereupon the further taking of these depositions was adjourned until December 23, 1898, at 9 o'clock A. M.

DECEMBER 23, 1898—9 o'clock A. M.

The further taking of these depositions was resumed pursuant to adjournment.

Present, E. B. Kinkead, Esq., for plaintiff; and S. H. Tolles, Esq., and Lawrence T. Neal, Esq., for defendant.

Also,

GEORGE FIELDS, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. KINKEAD:)

Q. You may give us your name.

A. George Fields.

Q. Where do you work?

A. The car-shops of The Standard Oil Company.

Q. What is your particular occupation there?

A. Sometimes foreman; and other times, when I am not, I am doing the laying-out.

Q. I will ask you whether or not you know anything about the burning of any books or papers there recently?
A. No, sir; I don't.
Q. You don't?
A. No, sir.

Mr. TOLLES: The point about this, Mr. Kinkead:—For a few days about the 20th of November, he was acting as foreman in the place of the regular foreman. He sent these men to Mr. —— for Mr. Hogen. That is the point they wanted.

Q. As foreman, what are your particular duties?
A. Tending to the cars and orders from the office; to sending men certain places.
370 Q. Did you have anything to do with turning over this matter of books to any other person?
A. No, sir.
Q. Did you have anything to do with it at all?
A. No, sir, not at all.
Q. You haven't any personal knowledge of the matter?
A. No, sir; I just asked—sending the men to different places; I never—(Unfinished).
Q. Were you asked to send any men up to the general offices of the Standard Oil Company?
A. Yes, sir.
Q. How did that request come to you; from what source?
A. It come through the telephone; who it was I could not say.
Q. Tell us what that telephonic message was, as near as you can.
A. Just telling me to send two men to the Block—two men, down to the Standard Block.
Q. And that was all?
A. That was all.
Q. Didn't state for what purpose?
A. No, sir.
Q. What was the date of that, as near as you can give?
A. I don't just remember the date of it.
Q. Was it in November?
A. I guess it must be around the 19th of November, or 20th.
Q. What day of the week was it; do you remember?
A. That I could not tell you; I didn't keep a book of it at all.
Q. Did you send the men?
A. Yes, sir.
Q. What men did you send?
A. I sent Moran and McNirney—I believe that is his name—and Mr. Gabeline.
Q. You sent Moran, McNirney and Mr. Gabeline?
A. And Henry Schaef.
Q. Did you send a wagon with them?
A. No, sir: I have got nothing to do with the wagons at all.

Mr. TOLLES: Hanlon was the team boss.

Q. Is that all that you had to do with it?
A. That is all.

Q. Did you see them when they came back?
A. No, sir. I believe it was on a Saturday night, and from that I didn't see them till Monday morning, come to think of it.

Cross-examination.

(By Mr. TOLLES:)

Q. Gabeline and Schaef, Mr. Fields, are what you call "extra men"?
A. Yes, they are extra good men around the shop.
Q. They work when you are full of work?
A. Yes.
Q. And when you don't——
A. When they are not working, they have got nothing to do.
Q. And they are not there now?
A. No, sir; there has not been nothing to do for the last few days.

GEORGE FIELD.

371 Also

WILLIAM MORAN, of lawful age, being by me first duly sworn, as hereinafter certified, deposes and says as follows:

(By Mr. KINKEAD:)

Q. You may state your full name.
A. William Moran.
Q. What is your occupation?
A. Car repairer.
Q. For whom?
A. The Standard Oil Company.
Q. I will ask you whether or not you were employed by them on or about November 19th—last month?
A. Yes, sir.
Q. I will ask you to state whether or not you were asked by Mr. Field and other persons to go up to the general offices of the Standard Oil Company?
A. Yes; Mr. Fields sent me to the Standard Oil Company's office.
Q. What did he send you there for; what did he say to you?
A. Just give orders to go down to the Standard block.
Q. Who went with you?
A. John McNirney and Edward O'Hearn, the teamster.
Q. You say John McNirney and Edward O'Hearn?
A. Yes, sir.
Q. Any one else?
A. And at two o'clock in the afternoon Henry Schaef and Harry Gabeline came down.
Q. You went down in the morning?
A. Yes, sir.
Q. What was the first thing that you did when you went down in the morning?
A. We started to take boxes down the elevator.
Q. Started to take boxes; who told you to take those boxes?

A. I couldn't say exactly who told us, but we were told to take them on the elevator.

Q. What time in the morning was that?

A. That was about 11 o'clock.

Q. Are there two elevators in the building?

A. No, sir; just the one passenger elevator.

Q. Did you take those boxes down in the passenger elevator?

A. Yes, sir; one at a time; and times when there were passengers in we weren't allowed to take any.

Q. What kind of boxes were they?

A. They were boxes, I should judge, about three foot square.

Q. Were they boxed up tight?

A. Yes, sir.

Q. Can you tell us about what the weight of the boxes was?

A. Not exactly; I should judge about 200 pounds or so.

Q. How many men did it take to carry one box into the elevator?

A. Two men.

Q. Two men?

A. Yes, sir.

Q. How many boxes did you take out in the morning?

A. I don't know.

372 Q. Give a rough guess.

A. I should judge about sixteen.

Q. About sixteen; where did you get the boxes from, exactly?

A. From the sixth floor, or the top floor; I don't know whether it was the sixth; the top floor.

Q. What do they have up there on the sixth or top floor, do you know; what part of the offices of the Standard Oil Company are up there?

A. No, sir.

Q. On the sixth floor; do they have men with desks, or is it a storage room?

A. No, sir; there is desks.

Q. You loaded those boxes into the wagon, I suppose?

A. Yes, sir.

Q. All of them—16—into one wagon, or did you take less than that number?

A. I believe we took the sixteen in one wagon.

Q. Then what was done with them?

A. Then we took them down to the Standard Oil Company's storehouse.

Q. Down to the Standard Oil Company's storehouse; where is that?

A. On Independence Street.

Q. What did you do with them there?

A. We left them there.

Q. Delivered them over to whose charge?

A. Mr. Hogen's charge.

Q. What did you do; did you come back and get any more?

A. No, sir; we was through for the day.

Q. You say you took sixteen down at one load; then you say that

you went up in the morning, and that Mr. Schaef and Gabeline came up in the afternoon about two o'clock?

A. Yes, sir; but we didn't take the sixteen down in the elevator at one load; we only had to take one at a time, and had to take our chances on getting it down if there was passengers in the elevator.

Q. It took you all that time till two o'clock in the evening, to get them down?

A. Yes, sir.

Q. Were they all boxed up, or did you have anything to do with boxing them?

A. No, sir; I didn't have anything to do with boxing them.

Q. Were there any sacks?

A. Yes.

Q. Or papers of any kind?

A. Yes, there was sacks.

Q. How many sacks did you take down

A. I didn't take any of the sacks down.

Q. Do you know the contents of those sacks?

A. There was scrap paper; a lot of old scrap was laying on the floor; and we picked them up and put them into the sacks.

Q. You say you took those boxes down to the warehouse; is that down where the furnaces are—where the boilers are?

A. No, sir; no boilers there at all—only at the pump-house, and that is five or six minutes' walk from there.

373 Q. Did you have anything to do with those boxes after that?

A. I couldn't swear whether they were the same boxes or not.

Q. Did you have anything to do with any boxes after that?

A. Yes.

Q. What was that?

A. The following Monday morning, we burned a lot of scrap paper.

Q. This was Saturday that you took the boxes down from the general offices?

A. Yes, sir.

Q. And then you had directions to do something with them on Monday morning, did you?

A. No, sir; they called up, and told them to send down two men Monday morning.

Q. Called up where?

A. At the Standard car-shop, from the Broadway office.

Q. To send two men from the Broadway office down——

Mr. TOLLES: No, from the car-shop.

WITNESS: Down to the Broadway office.

Q. Who was sent down there?

A. John McNirney and I.

Q. What did you do down there?

A. We took some boxes and bags from the storehouse to the river pump-house.

Q. What was the nature of those bags? Were they closed up entirely, too?

A. Yes, sir; closed up entirely.
Q. How many boxes did you take down?
A. I disremember.
Q. Estimate it; two or three, or a half dozen?
A. I guess there was a half dozen or so.
Q. Were those boxes of the same general character as the others—were they heavy or light?
A. Well, they were rather heavy.
Q. Did it take more than two men to carry those down in the elevator?
A. No, sir.
Q. Did it take two?
A. Yes, sir.
Q. About how heavy were those boxes?
A. They were about 200 pounds, I guess.
Q. Did you take those from the sixth floor, also?
A. You were talking a minute ago about the storehouse, and now you are right to the Standard Block.
Q. Oh! You said that you went back Monday morning to the general offices.
A. No, sir; I says I went to the storehouse on Monday morning.
Q. Oh! You went to the storehouse?
A. Yes, sir.
Q. You were directed to take those boxes from the storehouse to the furnaces?
A. Yes.
Q. Don't you know whether or not they were the same boxes that you took down on Saturday?
A. No, sir.
Q. Don't you know where you put them when you delivered them there on Saturday?
A. We left them in the top floor, and that is all I know.
374 Q. Did you come back to the top floor to get them on Monday?
A. Some.
Q. Some. How did you get them down from the top?
A. The top floor is almost on a level with the street when there is a wagon backed up to the door.
Q. How far is it from where you stored them on Saturday, to the furnace?
A. About five or six minutes' walk.
Q. How did you take them over there?
A. In a wagon.
Q. Can't you say whether or not they were the same boxes that you took there Saturday?
A. No, sir.
Q. How many persons participated in taking them from the place where you stored them over to the furnace room at Mr. Hogen's order? Who else?
A. John McNirney, the teamster, and I.
Q. John McNirney and the teamster?
A. Yes sir.

Q. Who was the teamster; Edward O'Hearn?
A. Fred Clubhouser, or some name similar to that, was there that morning.
Q. You may state exactly what was done when you took those boxes over to the furnace.
A. We opened them up, and burned what was in them.
Q. You opened them up; what did you find in them?
A. There was scrap paper, and copying books.
Q. Scrap paper and copying books?
A. Yes, sir.
Q. About how many copying books would you find in one of those boxes?
A. I guess there was all as high as twenty-five.
Q. What was the nature of those copying books?
A. I could not tell you.
Q. Did they have backs like this—something like that? (Showing witness a book).
A. No, sir; they were tissue paper, all tissue paper inside, and they had a canvas cover.
Q. A canvas cover?
A. Yes, sir.
Q. And about how large were they?
A. They were a little bit longer than that, and about the same width as that book. (Indicating the same book.)
Q. Do you suppose that twenty-five of those books of that description would weigh 200 pounds?
A. Well, the box weighs quite a bit itself.
Q. An ordinary wooden box, wasn't it?
A. Yes, about ¾ or ⅞ thick.
Q. Was there anything else in that box except those books?
A. Scrap paper, and some of these files; little leather—not leather but paper, boxes that they keep files and vouchers in.
Q. What time of day was it Monday when you took those over?
A. It must have been 9 or 10 o'clock, I believe.
Q. Did you burn all of them that day?
A. Yes, sir.
Q. All of the sixteen boxes that you brought down there?
375 A. I don't know about the sixteen boxes I brought down; I don't know whether they were the same boxes that I had taken over.
Q. How many boxes did you burn that day; that is, the contents of how many boxes?
A. I should judge about six boxes, and there was some sacks.
Q. And you didn't burn as many as you took down Saturday?
A. No, sir.
Q. Was anything said by any of you, at the time you were burning them, with reference to the fact of burning?
A. No, sir.
Q. Did O'Hearn participate in burning them that Monday?
A. No, sir; O'Hearn wasn't there at all Monday.
Q. He wasn't there at all Monday?

A. No, sir.
Q. He helped to take the books down Saturday?
A. Yes, sir; but he didn't have anything to do with the burning on Monday.
Q. Wasn't he about there on Monday?
A. I couldn't answer that; he was working in the barn department.

(Examination continued by Mr. MONNETT:)

Q. What time of day did you go to the general offices?
A. The Standard Block? About 11 o'clock, I should judge.
Q. What kind of tackle was it you used at the window?
A. We used a block and falls, and pulley.
Q. How long did it take you to put them up?
A. I should judge about an hour.
Q. What did you have to do about putting up that block and tackle?
A. We didn't have anything to do; we were waiting for our block and tackle to come down before we could lower our boxes.
Q. Where did you have to send for it?
A. Out at the Standard car-shop works.
Q. You brought that Standard car-shop tackle up there?
A. Yes, sir.
Q. How did you fasten it to the window?
A. We put a piece about twelve feet long in through the window on a slant, and then we put another piece on the ceiling, and a piece down that held the piece that was sticking out of the window from going over.
Q. And hitched on one box at a time in the grip?
A. Yes, sir.
Q. And let down one box at a time?
A. Yes.
Q. Who brought the boxes out of the offices for you?
A. They were on the floor when we got up there.
Q. Did you take part of them down in the elevator first, and then have to bring them back?
A. I took down five in the elevator, and the entrance was narrow, and they wanted us to take them down the side stairway; and we could not get down that way with the boxes.
Q. And they made you take them up again?
A. To the second floor.
Q. And wouldn't let you take them out of the elevator?
376 When you took them down in the elevator first, they wouldn't let you take them out of there down below, and you had to take them back upstairs?
A. We unloaded one at a time, and we had five unloaded on the bottom floor, and we had to take them five back again.
Q. When you got down to the bottom floor with them?
A. Just to the second floor.
Q. And the other boxes—you let them all down from the sixth floor with your tackle?
A. No, sir; we took them down on the elevator to the second floor, and let them from the second floor.

Q. You put the tackle in to the second floor?
A. Yes, sir; our block and tackle wasn't long enough to go to the sixth floor.
Q. There was room enough to take them in the elevator as far as the second floor, wasn't there?
A. Yes, sir.
Q. Why wasn't there just as much room to take them on the first floor, and take them out the front way, like everything else?
A. The entrance was narrow there.
Q. It was narrow on the second floor, too.
A. No, sir; but we didn't have them in the hallway on the second floor; we had them in a side room, till the block and tackle came, that has got a closet.
Q. When you brought them down from the sixth floor, you put them in a closet?
A. Not all of them.—Not in a private closet; in a closet that was public for everybody.
Q. I didn't say it was a private closet, did I?
A. No.
Q. Why did you volunteer to say it was a public closet?
A. Because you were asking if I put them in the closet.
Q. You said you put them in a closet, and I asked you where the closet was. Did you have a talk about this with Mr. Tolles, Mr. Kline or Mr. Neal last night?
A. Yes, sir; I was talking to Mr. Tolles this morning.
Q. Is that the first you saw him—this morning?
A. This morning, and yesterday at noon, at the works.
Q. He was out there at the works, was he?
A. Yes, sir.
Q. Why weren't you served yesterday with a summons?
A. I was not working yesterday afternoon; when there is not work, you can't work.
Q. You were working up till Mr. Tolles got out there, weren't you?
A. I worked till noon; yes, sir.
Q. And after Tolles saw you, you didn't work, did you?
A. Yes, sir; I worked.
Q. I mean that afternoon?
A. Yes, sir; that afternoon I worked about forty-five minutes.
Q. Till the Constable arrived?
A. No, sir; I didn't see anything of the Constable.
Q. But you knew he was there, didn't you?
A. No.
Q. You knew he was coming?
A. No, sir.
377 Q. Why did you quit 45 minutes after dinner?
A. My time was up; there was no more work for me.
Q. Did you quit the day before just 45 minutes after dinner?
Objected to.
A. No, sir.

Q. You worked all day the day before, didn't you?

Objected to.

A. Yes, sir.
Q. What did Tolles have to say to you about it yesterday noon?
A. He asked me the same as you are asking me, almost.
Q. You don't swear there weren't any ledgers among those books, do you?
A. No, sir.
Q. Was there anything said by Mr. Tolles about the kind of books you burned?

Mr. TOLLES: You may be pretty sure we asked him all about it.

A. Yes, sir; he did.
Q. What did he say to you about that?
A. He just asked me what kind of books they were; and I just described the books.
Q. Do you know John McNirney?
A. Yes.
Q. He assisted you, didn't he?
A. Yes, sir.
Q. Assisted you burning the books, didn't he?
A. Yes.
Q. Who took them out of the box; you or John?
A. Both of us.
Q. Both took them out?
A. Yes.
Q. Which one did you take first—the boxes or the sacks?
A. John would take a box and unload it, and I would have a box and unload it. We were throwing them in the two piles.
Q. You weren't unloading at the same fire?
A. No, sir.
Q. When John unloaded, you weren't present; and he was not present when you unloaded your boxes?
A. No, sir.
Q. Then he may have unloaded ledgers, and you would not know it?
A. I don't think I would unless I seen him.
Q. You were not at that furnace?
A. No, sir; I was not at that furnace; I was only about 10 feet away.
Q. And you were busy throwing your papers into this——?
A. At times.
Q. How long did it take you to unload them?
A. It took us from 10 o'clock that morning I should judge until about one or two o'clock that afternoon.
Q. How fast did they burn?
A. I could not answer that.
Q. How many boxes did you unload during that time?
A. About two or three boxes, I should judge, and some of the bags.

Q. That took you from ten o'clock till two—to unload two or three boxes and a bag and burn them?
A. Yes.
Q. Why were you so long; did they burn slowly?
A. At times we would have to wait till the—the fire would get clogged up.
378 Q. Which burned the fastest—the books or the papers?
A. I don't know.
Q. Which clogged up the fire?
A. Both.
Q. Did the books that McNirney put in clog the fire up?
A. At times.
Q. Do you know how long he was at it?
A. Some length of time.
Q. You don't know how many boxes he got away with, do you?
A. No, sir.
Q. Where did you get the boxes?
A. At the store-house on Independence Street.
Q. The warehouse?
A. Yes, sir.
Q. Did two of you carry a box?
A. Yes.
Q. It took two men to each box.
A. Yes, sir.
Q. Were some boxes heavier than the others?
A. I don't know as they were.
Q. You mean you don't remember?
A. I don't know as one was any heavier than the other.
Q. Were some of them 150 pounds, up to 350.
A. I could not say.
Q. Weren't there some of them as much as 150 to 350?
A. No, sir; I don't think there was, or else I didn't feel it in lifting.
Q. One go at each end of it, did you?
A. Yes.
Q. How far did you carry them that way?
A. About 15 or 20 feet.
Q. Is that all the farther it is from the warehouse to the furnace?

Mr. TOLLES: He said he took them on a wagon.

Q. How far did you carry them from the wagon to the furnace?
A. About 15 or 20 feet.
Q. Did you pile them all up at the furnace before you commenced burning?
A. Yes, sir; we piled them inside the door; that is to leave the teamster go.
Q. That was a different teamster than what you had on Saturday, was it?
A. Yes, sir.
Q. You were never called in before to burn books, were you?
A. Yes.
Q. Was Hogen with you? Did he order you to do that?

A. No. Saturday, we burned books.
Q. So that there were two days of burning books?
A. Yes.
Q. Did you get them at the same place?
A. Yes.
Q. Those were the only two days you were ever called on to burn books and papers, weren't they?
A. Yes, sir; that is, as far as my memory goes.
Q. And it is the only time you was ever called to the office to put up a tackle to take books out, wasn't it?
A. Yes.
Q. Did Mr. Tolles have you quit that afternoon?
A. No, sir.
Q. Did he say anything about it?
A. No, sir.
379 Q. Nobody informed you that the Constable was out there?
A. No.
Q. You knew nothing about that?
A. No, sir.

Cross-examination.

(By Mr. TOLLES:)

Q. Mr. Moran, is this the first time you have known of burnings of this sort out there?

Objected to.

A. No, sir.
Q. You had known of its occurring before, had you?
A. Yes.
Q. How long before?
A. About a year ago, or a year and a half ago.
Q. You didn't take actual part in that?
A. No, sir.
Q. You took part in burning up some waste stuff on Saturday morning, and on Monday morning?
A. Yes, sir.
Q. One of the places was, the boilers at the pump-house,—under the boilers at the pump-house?
A. Saturday morning, we burned them at the boilers at the car-shop.
Q. At what is known as the cooper-shop?
A. Yes; and Monday morning at the pump-house.
Q. At one of those places, Mr. Hogen was present?
A. Mr. Hogen was present at the pump-house.
Q. Mr. Stanberry was present at one of the places, wasn't he?
A. At the cooper shop.
Q. Are you quite sure that you haven't got them transposed—that it was Mr. Hogen at the cooper-shop and Mr. Stanberry at the pump-house?
A. Mr. Hogen at the pump-house, and Mr. Stanberry at the cooper-shop.

Q. Mr. Hogen was not at both?
A. No, sir.
Q. Did either of them say anything to you about—make any secret about it, or say anything to you about keeping still about it?
A. No, sir.
Q. Did you get any such information from anybody?

Objected to.

A. No, sir.
Q. Done in open day?
A. Yes, sir; before all the employees.

Counsel for plaintiff objects to the answer.

Q. When you went down to the Block Saturday morning, there first went with you McNirney and the teamster?
A. Yes, sir.
Q. You got there about 11 o'clock?
A. Yes, sir.
Q. You found these boxes stacked up on the sixth floor?
A. Yes, sir.
Q. Near the elevator, or back somewhere?
A. They were, I should judge, five or six feet away from the elevator.
Q. Right out on the floor?
A. Yes, sir.
380 Q. These boxes: What do you say about their size?
A. About three foot square.
Q. Did they have handles on the end for you to take hold of?
A. On the sides.
Q. Rope handles?
A. No, sir; iron handles.
Q. So that you didn't destroy the boxes? Emptied out their contents?
A. Yes.
Q. When you carried them, one of you took hold on each side of the handles, and carried them in that way?
A. Yes.
Q. The entrance out from the elevator shaft is on the ground floor, of course?
A. Yes, sir.
Q. Out to the street; what sort of an entrance is that?
A. A rather narrow entrance, I should judge about six to eight feet; it is not as wide as this room.
Q. From the second floor, around the side of the elevator, leading down into that entrance, is a narrow stairway?
A. Not from the second floor; from the first floor, going down into the basement below, or rather a hallway below, there is a stairway.
Q. Into the entrance that goes out to the street there is a stairway around the side, up to the next story?
A. Yes, sir.

Q. On Saturday morning, when you started taking these boxes down, how many were you allowed to take at a time on the elevator?
A. One at a time.
Q. There is only a passenger elevator in the building?
A. Yes, sir; only a passenger elevator.
Q. And if passengers were on, then what?
A. We weren't allowed to take anything.
Q. You had to wait till it came up empty?
A. Yes.
Q. You carried down, I understand you to say, perhaps five?
A. To the bottom floor.
Q. And piled them up, where?
A. Right in the entrance.
Q. Somebody objected to that?
A. Yes, sir.
Q. And you then took those back up to the second floor?
A. Yes, sir.
Q. You tried the stairway around the elevator, did you?
A. No, sir; we didn't try the stairway around the elevator, but the stairway going down—they wanted us to take them out the hallway, and we could not go down.
Q. It was too narrow?
A. Yes, sir.
Q. So the only thing left was to lower them out of the window?
A. Yes, sir.
Q. When you discovered that fact, what did you do about getting apparatus to lower them?
A. I simply telephoned for the block and tackle.
Q. Telephoned out to the works?
A. Yes, sir.
381 Q. And that was some time in getting there, I suppose?
A. Yes, sir.
Q. After that arrived, you rigged it up in the window?
A. Yes, sir.
Q. And had you got all the boxes down to the second floor by the time it arrived?
A. Yes.
Q. Waiting for it?
A. Yes.
Q. Then you did what, after you got it rigged?
A. We took our boxes right out on the wagon.
Q. There is an alley-way leads in to the side of the building, in the rear?
A. Yes.
Q. Then you drove out the alley-way onto Euclid and out onto the street?
A. Yes, sir.
Q. No effort at secrecy in the operations?
A. No, sir.
Q. The length of time it took you was due to the fact that you had

to get down the boxes by this method, on a passenger elevator, and wait for your block and tackle?

A. Yes, sir.

Q. The second team came for what purpose? You say this second crew came about two o'clock?

A. They brought the block and tackle.

Q. They came, bringing the block and tackle from the works?

A. Yes, sir.

Q. And they assisted in rigging it up, did they?

A. No, sir.

Q. Did they go away when they brought it?

A. Yes, sir, the second team went away.

Q. They simply came there, left their block and tackle, and went away?

A. Yes, sir.

Q. Did Schaef and Gabeline go with them?

A. No; they assisted in putting the block and tackle up.

Q. They helped you, and the team went away?

A. Yes, sir.

Q. You also brought the sacks to put the loose stuff in; one of the teams, did they?

Objected to.

Q. I understood you to say that you filled up the gunny-sacks?

A. Yes, sir, we filled six sacks.

Q. Out of the pile of scrap paper?

A. Yes, sir; or about six.

Q. Were the sacks there, or did you bring them?

A. We brought some sacks with us, and there were some there.

Q. Some filled when you got there?

A. No, sir; there was one half filled, I believe.

Q. And you were set to work filling the rest?

A. Yes, sir.

Q. Off a pile on the floor?

A. Yes.

Q. When you got back to the works, you left them all in the warehouse for the night?

A. Yes, sir.

Q. Was there anything unusual about the transaction of burning up this waste stuff?

A. No, sir.

Q. You had no talk among yourselves about it?

A. No, sir.

382 Q. No suggestion from Mr. Hogen or anybody, that it was to be kept secret?

A. No, sir.

Re-direct examination.

(By Mr. MONNETT:)

Q. Do you swear that you brought the gunny-sacks up, or that they were filled when you got there?

A. I say I brought some sacks with me, and there was one half filled, as far as I can recollect, when we got there; and we filled the rest.

Q. In the offices?

A. In the offices.

Q. Then you did go in the offices?

A. Behind the desk; there is one whole open space up there.

Q. Who went in the offices with you?

A. John McNirney.

Q. But you didn't put any books—the boxes were all nailed up themselves, before you got there?

A. Yes.

Q. But the loose papers, you and John went into the offices for?

A. Yes.

Q. Were there any locks on these boxes?

A. No; I believe they were all nailed up.

Q. Weren't there some with locks and keys?

A. Not that I can remember of.

Q. Anybody superintend the opening of them down there?

A. Yes, sir; we were told to throw them in the fire-hole.

Q. Did anybody superintend the opening of them, or did you open them?

A. John and I opened them.

Q. There was nobody there but you and John?

A. Yes.

Q. How long were you opening them up?

A. When do you mean?

Q. When you burned them.

A. We didn't open them all up at once; we opened them one at a time.

Q. One at a time, just as you burned them?

A. Yes, sir.

Q. These boxes that you opened up down there had handles on, on each side, just the same as those you carried out from the elevator, had they?

A. Yes, sir, they had handles on: I guess all the boxes had handles on, as far as that is concerned.

Q. And were nailed up, just as they were up there?

A. Yes, sir.

Q. Did you open them up with a hatchet?

A. With a pinch bar and hammer.

Q. And none of them were locked?

A. No, sir.

Q. You opened them all up with a pinch bar and hammer?

A. Yes.

Q. One at a time?

A. Yes.

Q. You say when you wanted a box, he helped you carry one down, and then you would open it: and when he wanted a box, you would come back and help him carry one down?

383 A. Not always. I think he rolled one or two of his boxes: they were all piled right behind where he was firing, at the river pump-house.

Q. At the car-shop engines, how were they there, with reference to the furnace?

A. Throw them off the wagon on a truck, and take them on the truck up.

Q. You didn't carry them over across: you put them on a truck?

A. Yes.

Q. And they had handles on each side?

A. Yes, sir.

Q. And they were nailed up, all of them?

A. Yes, sir.

Q. When you got down there, you would open them with a crow-bar?

A. Yes.

Q. And go back and get another, just as you needed it?

A. We would dump it right on behind, and let the fireman shove it into the fire.

Q. I mean, when you opened the boxes, where did you open them?

A. Inside the fire-hole.

Q. Did you carry the boxes from the truck?

A. We slid them right into there.

Q. Who brought the boxes out of the fire-hole?

A. Whoever opened up a box took them out.

Q. After you would get through burning the contents, you would bring the box back?

A. Yes, sir.

Q. What was there about dumping them into the car-shop furnaces checking down the steam—clogging up the fire; what do you know about that, as the reason you changed over to the other engine?

A. I don't know anything about that.

Q. You didn't hear anything said about that?

A. No, sir.

Q. Do you know why they changed from one furnace to another?

A. No, sir.

Q. Who ordered you to change from the car furnace over to the other furnace?

A. When we got down to the store-house Monday morning, Mr. Hogen says, take them over to the river pump-house.

Q. Didn't he go over with you?

A. Yes, sir.

Q. After you took them over there, did he remain the whole two hours you were there, or did he go back to his other duties?

A. He remained there part of the time; I guess he went away after dinner.

Q. Did you men remain there right through the dinner hour?

A. John and I had our dinner outside.

Q. You don't go home to dinner?

A. No, sir.

Q. How much noon did you take that day?

A. I should judge about half an hour—40 minutes.

Q. And the rest of the time you put in burning the contents of the boxes?

A. Yes, sir.

Q. Mr. Hogen was around other places that morning, was he, or there all the time?

A. He went away.

384 Q. Different places?

A. A little while, and then come back again.

Q. Was he giving you orders all the time?

A. No, sir, he didn't mention anything to us as long as we were burning.

Q. The entrance to the elevator, I understand you to say, is 6 to 8 feet wide?

A. I should judge about that.

Q. And that is the entrance on the lower floor?

A. Yes, sir.

Q. The Euclid Avenue entrance; and the entrance on the sixth floor is how wide?

A. It is——

Q. You don't mean the entrance door of the elevator itself, do you?

A. No, sir, I mean the entrance from the street into the elevator.

Q. How big is the entrance door of the elevator?

A. Three or four feet wide.

Q. The entrance door to the elevator was wide enough for you to put these boxes in, wasn't it?

A. Yes, sir.

Q. And you did put them in?

A. Yes, sir.

Q. It was only three or four feet wide: if you had eight feet wide——

A. We had to leave these boxes on the bottom floor after we got them all down, and it blocked up the way.

Q. How did you get the five down; one at a time?

A. One at a time, I believe, yes, sir.

Q. And two of you go down with them every time?

A. No, sir; I stood on the elevator, and a man with a truck was on the floor; and I would roll them over on the truck and let him pull them back to the closet.

Q. Was that clear bottom floor?

A. The street floor.

Q. What sort of an entrance is there in the building on the street floor?

Mr. TOLLES: There is a hallway about 25 feet long and about four feet wide.

Examination by Mr. KINKEAD:

Q. And that is where you put the boxes—in that hall?

A. Yes, sir, in that hall.

Q. How many have you gotten there by the time you were ordered to take them out?

A. Five.

Q. Who ordered you to do that, and what did they say when you did that?

A. They told us we were blocking up that way, and wanted to know——

Q. Who.

A. I don't know who the man was, or what his name was.

Q. One of the office-men?

A. Yes, I believe it was one of the office men.

Q. Did he come down from upstairs to tell you?

A. Yes, sir.

Q. What kind of a looking fellow was he?

A. A tall man, with a black moustache; that is all I can remember.

385 By Mr. MONNETT:

Q. You had gotten five down before he came down to tell you you were blocking the way?

A. Yes, sir.

Q. What language did he use?

A. He wanted to know if we could not get them down the cellar-way; that we were blocking the door-way. I said no, that there was no man could handle them going down that little hallway.

Q. They were too heavy?

A. Yes, sir. He wanted to know how it would be with a block and tackle, and I asked him where I would get them out with a block and tackle, and he showed me; so somebody telephoned for a block and tackle.

Q. You mean to say you could not let a 200 pound box down with a rope, without a block and tackle?

A. We didn't have the rope there.

Q. You could not get a 200 pound box down the cellar?

A. The cellar-way was too narrow.

Q. Was the trouble because the boxes weighed about 400 pounds—some of them—the reason you had to have a block and tackle?

A. I don't think so.

Q. That is just your judgment as to the weight?

A. Yes, sir.

Q. It is not your business to handle boxes and judge of them by weight, any way, is it?

A. No, sir.

Q. It may have weighed 400 pounds for all you know. You didn't weigh them, did you?

A. No, sir.

Q. And you haven't had any experience in handling them for hauling, have you?

A. No, sir.

Q. What is your address?

A. 26 Hunter Street.

WM. MORAN.

Mr. TOLLES: I would like to have the record show that we have Stanberry and the two firemen here.

Also,

C. C. MCMAHON, being examined, deposes and says as follows:

(By Mr. MONNETT:)

Q. Mr. McMahon, you are the Constable that had charge this morning of the subpœnas that were furnished you by the State?

A. Yes, sir.

Q. For Mr. Frank Rockefeller?

A. No, sir.

Q. For Mr. Leslie?

A. Leslie.

Q. And Phil. Leininger?

A. W. F. Lothman, Phil. A. Leininger and D. C. Leslie.

Q. Employees of the Standard Oil Company?

A. No, sir—Mr. Leslie I have not got the knowledge of knowing whether he is or not, but I take it he is not. He was in their
386 employ, I think their ex-accountant; but Mr. Graham tells me that you can get him in the City of New York; that he is there now, and going to spend Christmas with his people.

Q. What has become of Phil. Leininger?

A. The reply is, that when I go there the windows are closed down; of course, I have no means of access any other way, and they reply to me that he is not here. That was at the Cashier's office, and from there I went down into the office of Mr. Rockefeller to inquire after this man Leininger:——That was Lothman.

Q. Lothman, the bookkeeper of the Standard Oil Company they said was not there?

A. Yes: and they also said the same in relation to Phil. Leininger. I asked where his whereabouts are to-day, and they said they hadn't seen him, and didn't know anything of him.

Q. Were you able to find their city address?

A. I have not had a chance to look for their city address yet; I was directed by Mr. Kinkead to go direct to the offices of these people, and I did so.

Q. Did you inquire for Mr. Rockefeller?

A. I did, within 15 minutes.

Q. What was the report on him?

A. They don't know where he is.

Q. Inquire for Mr. Severance?

A. No, I didn't; because his office is not in that block.

Q. Ask for Mr. Martin Snider?

A. I asked for a fellow by the name of Charlie Ricks.

Q. Did you find him?

A. No, sir, I didn't.

Q. What was the answer?

A. The answer was, he was not there.

Q. Did they let you in their private room?

A. No, sir, and I told the man he was a liar.

Q. That he was in there?

A. I said he was in there, and I told him he was a liar. I have produced all that I could produce for you. I will serve these writs at their usual places of residence, but that won't do you any good; I will do that for you. They will ignore that just as well.

Q. It is not legal unless it is personal service.

A. No, sir, because they would only ignore it; service at their residence would be of no avail to you.

Mr. MONNETT: Mr. Notary, the witnesses that were ordered by the State have not been able to be produced or furnished, nor personal service made.

Mr. MCMAHON: It is common gossip. "Have you got a subpœna for me?" different fellows will say as I go through the office and around the place of business. Every one of them is posted, even the elevator man.

C. C. McMAHON, *Constable.*

387 STATE OF OHIO,
Cuyahoga County, ss:

I, Harry C. Mason, a Notary Public in and for the county and state aforesaid, duly commissioned and qualified, do hereby certify that the above named witnesses were by me first severally sworn to testify the truth, the whole truth, and nothing but the truth, and that the depositions by them respectively subscribed as above set forth, were reduced to writing by George A. Kaull, he being a proper person and not interested in the action, in my presence, and in the presence of the witnesses respectively; and were subscribed by said witnesses, in my presence, and were taken at the time and place in the annexed notice specified, and continued from day to day as above set forth.

I do further certify that I am not a relative or attorney of either party, or otherwise interested in the event of this action.

In witness whereof, I have hereunto set my hand and seal of office, this 4th day of January, 1899.

HARRY C. MASON,
Notary Public.

388 And afterwards, to-wit, on January 24th, 1899, the following motion by relator for issuing further process, etc. was filed:

THE STATE OF OHIO ex Rel. Attorney General
vs.
THE STANDARD OIL COMPANY.

Motion by Relator for Issuing Further Process in Cause No. 2294 *on the General Docket.*

Ordered by the court that said motion be and the same is hereby overruled. And it is ordered that the Attorney General between the 16th day of February and the 4th day of March, 1899, complete the

taking of testimony in behalf of the State before the Master Commissioner; and that the defendant have until the 25th day of March, 1899, to complete the taking of testimony on its behalf before the master; and that the master make his report by the 8th day of April, 1899.

Order Book 16, Page 273.

389 And afterwards, to-wit, on February 24th, 1899, the following testimony in behalf of plaintiff before Hon. A. T. Brinsmade, Master Commissioner, was filed:

390 CLEVELAND, O., *February* 17, 1899, 10 o'clock A. M.

Appearances: Hon. F. S. Monnett and S. W. Bennett, for plaintiff; Hon. Virgil P. Kline and M. F. Elliott, for defendant.

Hearing resumed February 17, 1899, 10 o'clock A. M., at the office of Mr. Irvin Belford, Clerk of the U. S. Circuit Court.

Examination of Mr. F. B. Squire, resumed.

(By Mr. MONNETT:)

Q. You were on the stand in the case at bar, the last time, at the adjournment on or about November 15th, I believe?

A. I believe so.

Q. At that time, prior to the adjournment, you were requested to produce certain books therein called for and as ordered by the Supreme Court in Contempt proceedings, and I believe you then refused to produce them. I now renew my demand, and ask you to produce the books called for by the order of the court herein.

A. I still refuse, and I have conferred with Mr. Elliott and Mr. Kline, on behalf of the Company and myself, and they advise me to decline, both for myself and the company; and, that the case might be set before you in a clearer light, I have had prepared a statement which will set forth my reasons, which I would like to read, as follows: (Reads.)

"Admitting that the books called for are now in my possession as Secretary of the Standard Oil Company, I decline to produce them for these reasons:

First. Because they are demanded in an action instituted against the Standard Oil Company for contempt of court, and for the purpose of providing said Company guilty of contempt, in order that the penalties for contempt may be inflicted upon it and its officers: and I am informed that to enforce their production in such a case and for such a purpose, is an unreasonable search and seizure.

Second. Because the books disclose facts and circumstances which may be used against the Standard Oil Company tending to prove it guilty of offenses made criminal by an act of the Legislature of Ohio passed April 19th, 1898, entitled, "An Act to Define Trusts, and to Provide for Criminal Penalties, Civil Damages and the Punishment of Corporations," etc.

Third. Because they disclose facts and circumstances which may be used against myself personally as an officer of said Company, tend-

ing to prove me guilty of offenses made criminal by the Act aforesaid."

Mr. MONNETT: To keep the record straight, the Attorney General now asks the Master to order the witness to produce the books and records called for in the former questions herein, and under the orders of the Supreme Court to you directed.

391 MASTER COMMISSIONER: The Special Master Commissioner thus orders.

WITNESS: I still refuse, for reasons just given.

Q. I now ask you to produce such books as were called for in the subpœna *duces tecum* and by the order of the Court governing the transactions set forth in the former inquiries prior to July 1st, 1898; and what is your answer to that?

Mr. KLINE: Which we decline to do, for the reasons given.

A. I decline to do so, for the reasons stated above.

Q. As you claim that the act of April 19th, 1898, penalizes or criminalizes what you would probably have to disclose?

Mr. KLINE: I object to that in that form. The witness has put upon the record his reasons, and the argument in respect to it does not throw any light upon the subject.

Mr. MONNETT: Do you want to save going through this as to the Treasurer? He said the other day the Treasurer also has certain books that he don't have.

Mr. KLINE: We concede that we have the custody of the books called for now—that they are in his possession.

Mr. MONNETT: We expect to prove by the answer of the witness that the books called for show the distribution of the receipts prior to July 1st, 1898, and subsequent to March 3rd, 1892, of this defendant Company, at least three-sevenths thereof to the Trustees of the Standard Oil Trust, and that the defendant company is and has been, ever since the decree of this Court, directly and indirectly disobeying the order of this Court, by maintaining and supporting the Standard Oil Trust, and that it connived with the Buckeye Pipe Line Company, The Solar Refining Company and The Union Tank Line Company in disobeying the decree of this Court.

Q. Mr. Squire, I now further ask you to produce, as a witness, and not as a stockholder of the defendant company, the books of the company that show the transactions of the defendant company prior to July 1st, 1898, and not for the purpose or with the intent of connecting you individually with any such transaction.

A. I decline to answer, for the same reasons stated above.

Q. You decline to produce the books, for the same reasons as heretofore stated?

A. Yes, sir.

Q. Do you ask this as a protection for yourself or for the protection of the corporation?

A. Both.

Mr. MONNETT: We now again ask the Master to order him to an-

swer each of these questions so propounded, and to produce the books for the purpose last asked.

Master COMMISSIONER: It is so ordered.

WITNESS: I decline, for the same reasons as stated heretofore, for myself and the corporation.

392 Mr. MONNETT: We now ask that the Special Master herein, order the witness arrested for contempt.

Mr. KLINE: If there is any purpose on the part of the Master, we desire to satisfy this Court that he has not any power to do so.

Master COMMISSIONER: The arrest of a witness for contempt of court is an arbitrary measure, to be used on all proper occasions; yet within the limits of prudence and law. The Commissioner has very grave doubts as to his power to commit a witness for contempt in refusing to answer certain questions or declining to produce the books as requested by the Attorney-General. If there should be an order upon his part to commit for contempt, and he should be in error, he would render himself liable to an action in damages for false imprisonment. He therefore prefers to relegate the entire question to the Honorable Supreme Court of the State of Ohio; and now certifies to such Court the fact of the witness's declination to testify or produce certain books, together with the witness's statement of his reasons for such declination.

Mr. MONNETT: I understand there is no technical objection so far as any books that are pertinent?

Mr. KLINE: Not at all; we say we have the books.

Q. Mr. Squire, that there may be no misunderstanding, I understand that your refusal as above set forth, specifically includes any books that are pertinent to this issue that you say you have, that you refuse to produce?

A. Yes, sir.

Q. And for the same reasons you have assigned?

A. Yes, sir.

Q. Who are the present employés under you over there, and what are the different departments—different functions of the powers and duties; please give them in the order of their rank, if you can, as such Secretary?

Objected to by Mr. Kline, as irrelevant.

Mr. MONNETT: Our position in this, Your Honor, is one that is well known to you—that when the head officer, President of a railroad, Secretary, General Superintendent is on the stand, in order to establish the respective responsibilities and determine—in a corporation, no one man knows all of the different functions of that particular corporation—it is to determine just the sphere of action of each one, so that you can take it up orderly and systematically, and put them on the stand; and we think, while he says it is not an absolute right, it is a discretionary right at best that the Master of the Court can exercise. And if there ever was a case where it is proper it would be this, when we are asking questions in reference to a corporation. It might not be, for individuals, where there is no such thing as a superior, but here we think we are entitled to show that

absolutely. He admits that he is the Secretary, by the former testimony. He is the man that knows; and we cannot prove everything at once, and we have to show that the witness could not state that he had certain powers.

393 Master COMMISSIONER: I have always supposed it to be a general rule of law that you could not interrogate your own witness for the purpose of getting at something—to prove some other facts pertinent to the issue in the case. That has been my idea. My judgment would be outside of this. The question occurred to me as to whether he had sufficiently disclosed the purpose, in the question itself.

Mr. KLINE (Addressing the Attorney-General): You stated that it is for the purpose of later taking their testimony.

Mr. MONNETT: Where did I say that?

Mr. KLINE: Didn't you say, "To take their evidence orderly"?

Mr. MONNETT: To determine in an orderly manner what the limitations on each man's powers were: and he is the man who knows, above every one else.

Master COMMISSIONER: It is my judgment that it is not proper to interrogate a witness called by the party asking the question, when it is apparent that the interrogatory seeks for information which is not pertinent to the issue or raised by the pleadings in the case, and when it is the evident purpose of such interrogatory to make a discovery as to names of other witnesses whose testimony might be desired.

The reference in Abbott's Trial Brief, page 94, seems to be in point. I am therefore inclined to sustain the objection.

Mr. MONNETT: To which ruling the State desires to except, and to further show by the record that we propose to prove by the answer of the witness the list of employees directly under him, with their respective duties, showing that certain bookkeepers keep books showing the relationship between the constituent trust companies, and other pertinent evidence that is called for in this examination by the Supreme Court; and that certain employees are in the city that were formerly in the employ of said Company, that it would not tend to incriminate to disclose their names.

Q. I now ask you for the names of these men from 1892 to date, without giving their respective duties.

Objected to by Mr. Kline as irrelevant.

Master COMMISSIONER: The Master Commissioner makes the same ruling as to the former question.

Q. I now ask you for the respective duties and departments of the Standard Oil Company of Ohio under your charge in Cleveland, Ohio, without giving the names, defining their respective powers, from 1892 to date, what different offices you have to operate the business in the City of Cleveland.

Objected to by Mr. Elliott as irrelevant.

Master COMMISSIONER: I can not see that the question or the answer which might be given to the same, comes within the order of the Supreme Court; in other words, it is not pertinent to the issue, and the objection is therefore sustained.

394 Mr. MONNETT: To which ruling we except, and expect to prove by the answer of the witness that it is necessary for the State to first ascertain the different branches of the business in the State of Ohio and the City of Cleveland, how it is divided, and the nature of the business committed to each department; and that we have no other means of getting this preliminary evidence than through this witness on the stand. We expect to prove by his answer their mode of doing business by agents and employees.

Q. I now call your attention, Mr. Squire, to that part of your testimony that you gave on or about the 15th of November, 1898, as asked you by Mr. Kline over our objection, in which you started in and gave voluntarily, so far as the State is concerned, your version of the records of your books, stating you had charged off to depreciation, as shown by your minutes, two million dollars at one time, giving the history of the dismantling of the plant in Cleveland, Ohio, and the condition of your books as to the depreciation, from 1890 to 1896. Will you produce the books showing the original record evidence of what you therein testified to in parol.

Mr. KLINE: I object.

Master COMMISSIONER: The question, in my judgment, is not objectionable.

A. I decline, for the same reasons stated heretofore.

Mr. MONNETT: We expect to show, by the answer of the witness, that he has in his possession record evidence to contradict the parol testimony and the verbal version that he gave of the contents of the books in his testimony on November 15, 1898, and that testimony would disclose that it is not a privileged communication under the rule.

I now ask the Master to enforce the answer to this question, for the reason that the witness has waived his constitutional and statutory privilege of tending to incriminate him, and by having voluntarily given a part of the condition of the books and records of the Company. And, for his failure to produce the books called for in the last interrogatory, to commit the witness for contempt.

Master COMMISSIONER: The Commissioner has rendered an opinion to the effect that, in his judgment, the question was not objectionable, the matter having been brought out upon cross-examination rather than by direct examination; but the Master Commissioner declines to commit for contempt, but will simply certify to the Honorable Supreme Court of the State of Ohio the fact of the witness's declination to answer.

Mr. MONNETT: We now ask to have the record, together with your subpœnas duces tecum and the return of the Constable, sent to the Supreme Court, certified by the Master Commissioner.

Master COMMISSIONER: All the subpœnas, with the return of the Constable thereon, will be duly attached to the testimony.

Mr. MONNETT: I understand Mr. Snider is not in the city.

395 Mr. KLINE: I don't know whether he is in the city or not.

Mr. SQUIRE: I have not inquired, Mr. Attorney-General, but he was not here when I got home yesterday.

Mr. MONNETT: Do you know of Mr. Frank Rockefeller being out of the city?

Mr. SQUIRE: I believe he is attending a law suit somewhere.

Mr. MONNETT: And Mr. M. G. Vilas, the Auditor?

Mr. SQUIRE: He has gone to the bedside of his father, who I understand is dying.

Hearing adjourned until 2 o'clock P. M.

ALLAN T. BRINSMADE,
Special Master Commissioner.

I understand that F. B. Squires is out of the city, hence he has not signed his deposition. I certify however that the foregoing transcript of his testimony and statement is correct.

ALLAN T. BRINSMADE,
Special Master Commissioner.

2 O'CLOCK P. M.

BENJAMIN W. BROWN, called as a witness on behalf of the State, being first duly sworn, testified as follows:

(By Mr. MONNETT:)

Q. Your initials are B. W. Brown, I believe?

A. Yes, sir.

Q. You reside in Cleveland, Ohio?

A. Yes, sir.

Q. How long have you resided there, and what is your general business?

A. About sixteen years.

Q. What is your business?

A. Oils.

Q. What firm have you been associated with?

A. Scofield, Schurmer & Teagle.

Q. Are you a producer, or refiner, or transporter, or shipper? What branch of the oil business has your firm?

A. They are manufacturers.

Q. How long have they been engaged in manufacturing?

A. About thirty years.

Q. At Cleveland, Ohio.

A. Yes, sir.

Q. During that time, have you come in competition with the Standard Oil Company of Ohio?

A. Yes, sir.

Q. During all those years?

A. Yes, sir.

Q. I believe you were associated — and an officer and bookkeeper of the Schurmer-Teagle Company both prior and subsequent to March, 1892, were you not?

A. I have been connected with them prior to that time.

396 Q. And subsequent to that time?

A. Yes, sir.

Q. What were the capacities in which you were——
A. Secretary.
Q. You may state what two lines—on what lines or systems, the Standard Oil Company of Ohio, located in Cleveland, Ohio, received their crude petroleum before the decree in 1892, and what since.

Objected to by Mr. Kline, as calling for hearsay.

Q. Give what you know about it.

Mr. KLINE: He need not give us what he knows about it by guess work.
Mr. MONNETT: This evidence is to go in, and this court has passed on it.
Mr. KLINE: No, he don't.

A. As I understand, they have two lines; a pipe line——
Master COMMISSIONER: Of your own knowledge?
WITNESS: That is what I understand.
Q. Go ahead then.

KLINE: I object to that.
Objection overruled.

Q. Complete your answer.
A. The United Pipe Line, and the Buckeye Pipe Line.
Q. What is the United Pipe Line System? Describe it generally, and what the Buckeye Pipe Line is. What fields do they occupy?
A. The former collect oil in the Pennsylvania fields, and the latter, oil in the Ohio fields.
Q. What system of dividing up territory, or limiting the territory of the Standard Oil Company of Ohio, is adopted, so far as you know? What are its geographical boundaries?

Objected to by Mr. Kline.

Master COMMISSIONER: The Master Commissioner requests the witness to state if he has personal knowledge of that which is indicated in the question.
A. I will say that our competition with the Cleveland office, as we know it, extends to the greater part of Michigan and Ohio.
Q. Michigan and Ohio?
A. Yes.
Q. Where you come in contact with them?
A. Yes, sir.
Q. What fields outside of those two?

Objected to by Mr. Kline.

A. Not outside.
Q. None outside. What company for refining centre meets it on the west?

Mr. KLINE I object.
Master COMMISSIONER: I cannot see the pertinency of it. How do you claim this is competent?
397 Mr. MONNETT: The court ordered Mr. Rockefeller to give these constituent companies, and we have one of them at

Whiting, Indiana; the Whiting, Indiana refinery meets it on the west, and meets it on the east, and meets it on the south. They keep up the same relationship as they did in 1892; there has been no difference in any way—the same competition.

Master COMMISSIONER: I think for the present I will overrule the objection.

A. In the southwestern part of Ohio we compete with the Standard Oil Company management of Cincinnati—Alexander McDonald being in charge.

Q. What in Indiana?

A. The same in Indiana.

Q. What refinery is he connected with, or salesman of?

A. The Standard Oil Company.

Q. Of Ohio?

A. I don't know what refinery they represent, whether it is of Ohio, or if more than the one company.

Q. Has there been, since the decree of March 2nd, 1892, any competition between these constituent companies of the Standard Oil Company, so far as you have come into contact with them in the fields of operation of your company?

Mr. KLINE: I object, as leading, and incompetent.

Objection overruled.

A. Not to my knowledge.

Q. Have the Standard Oil Company, the defendant, adopted any different mode of business in Ohio since the decree of 1892, in relation to the constituent companies of the trust, than they did before the decree in 1892, so far as you have observed?

Objected to by Mr. Kline, as incompetent and leading. Objection overruled, the Commissioner saying. "If the witness has any personal knowledge, he may answer."

A. Not in their practical workings.

Q. The results on the business community are just the same.

Mr. KLINE: I object to that as leading,and not competent.

Master COMMISSIONER: You don't insist upon that question, I suppose?

Mr. MONNETT: For this kind of proceeding, that is what the court wants to know.

Mr. KLINE: They want to know competent evidence.

Master COMMISSIONER: If there is no objection, it may be answered.

Mr. KLINE: I object.

Master COMMISSIONER: The objection is sustained.

Mr. MONNETT: We except, and we expect to prove by the answer of the witness that his experience in the commercial world of Ohio, and competing with the Standard Oil Company of Cleveland
398 (Ohio) discloses that they have in no manner changed their mode of doing business, and the results are just the same as they were prior to the decree of this court.

Q. You may state what tactics or devices they resorted to to ex-

terminate or interfere with competitors, both before the decree of March, 1892, and since the decree of March, 1892.

Objected to by Mr. Kline; objection sustained.

Mr. MONNETT: We expect to show by the answer of the witness that they used the same exterminating methods with competitors, and did not compete among the nineteen constituent companies so far as they were represented in Ohio, neither before nor since the decree of this Court.

Q. What means, if any, did they adopt to ascertain the mode of your doing business?

Objected to by Mr. Kline; objection sustained.

Mr. MONNETT: I expect to show by the answer of the witness that they attempted to bribe their bookkeeper—the officers of the Standard Oil Company. They hired employees of the railroad companies to keep them informed as to where every barrel was shipped, of the witness's company; followed the same up with the same tactics subsequent to the decree that they did before, thereby destroying all competition except with their own companies, so far as Ohio is concerned.

Q. Have you the means of knowing the effect of the Standard Oil Trust in connection with the defendant company, upon the markets, at non-competitive and competitive points in Ohio?

Objected to by Mr. Kline as irrelevant; objection sustained.

Mr. MONNETT: We expect to show by the answer of the witness, his business experience as a competitor, both prior and subsequent to the decree, furnishes him the means of knowing the operations of this Company in connection with the Buckeye Pipe Line Company, Union Tank Line Company, and the Standard Oil Company of Ohio, and that they worked in unison for maintaining a monopoly in oil the same since the decree as they did before.

Master COMMISSIONER: The Master Commissioner desires to state, in this connection, that in his judgment the questions asked of the witness are for his conclusions; hence not competent.

Q. Can you give any point or individual instance where competition has been suppressed by the defendant company and the constituent companies of the Standard Oil Trust, since 1892?

Mr. ELLIOTT: I object.

Master COMMISSIONER: If I could see the competency of it, I would be very glad to admit it, but I cannot. The objection is therefore sustained.

Mr. MONNETT: We expect to show by the answer of the witness, numerous villages, cities and points where oil is retailed, that
399 this company acted in conjunction with the constituent trust companies in maintaining a non-competitive price far in excess of the normal and natural price, in competition, of oil.

Q. Have you the means of knowing whether the defendant company continues the establishment of a virtual monopoly of the business of producing petroleum, and of manufacturing, refining and

dealing in it and all its products through the entire country and controlling its price, especially in the State of Ohio, since March 2, 1892?

Objected to by Mr. Kline; objection sustained.

Mr. MONNETT: I expect to show that the witness has the means of knowing the same, and if permitted to testify, would disclose the same to the court. Note an exception to each of those rulings of the Master on that.

Q. Mr. Brown, since March, 1892, have you had the means of knowing, by conversations with any of the officials of the Standard Oil Company as to any portion of their funds going to the trustees of the Trust; and if so, give what proportion of it they claim did go to the trustees of the Trust subsequent to the year 1892?

Objected to by Mr. Kline; objection sustained.

Mr. MONNETT: We except, and expect to show by the answer of the witness that the Cleveland, Ohio, officers of the company admitted that for upwards of three years after the decree of the court, a portion of their funds had been passed to the trustees of the trust, subsequent to the decree the same as prior thereto.

B. W. BROWN.

ALLAN T. BRINSMADE,
Special Master Commissioner.

Hearing thereupon adjourned.

400 And afterwards, to-wit, on February 25, 1899, the following Complaint, in Contempt against F. B. Squire, Secretary of Defendant, was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. THE ATTORNEY-GENERAL, Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Proceedings in Contempt.

Complaint in Contempt Against F. B. Squire.

The relator says that on the 6th day of December, 1898, the Supreme Court of Ohio made an order that F. B. Squire, Secretary of the defendant, The Standard Oil Company, produce before Hon. Allan T. Brinsmade, Special Master Commissioner heretofore appointed herein, its books of account and other books relative thereto, showing its gross earnings from March 2nd, 1892, to November 9th, 1897, and what has been done with the same and to whom the same has been distributed for each year since the date of the former decree in this case, March 2nd, 1892: and also the distribution of a dividend made March 17th, 1892.

And it was further ordered by this court on said date aforesaid that the said Master Commissioner proceed with all convenient haste to make an examination of said books under the direction of the Attorney General, and that said Master Commissioner incorporate in his report the facts showing what have been the gross earnings of the defendant since March 2nd, 1892, to Nov. 9th, 1897.

That thereupon, in pursuance of the orders of this court herein set forth, at Cleveland, Ohio, on the 17th day of February, 1899, at 10 o'clock A. M., before Hon. Allan T. Brinsmade, the Relator did demand of F. B. Squire, Secretary aforesaid, that he produce the said books called for by said order, which said demand was refused; said demand of the Relator and refusal of said F. B. Squire being in the following language, as shown by the record herein, as follows, to wit;

"By Mr. MONNETT:

Q. You were on the stand in the case at bar the last time at the adjournment, on or about November 15th, I believe?

401 A. I believe so.

Q. At that time, prior to the adjournment, you were requested to produce certain books there-in called for and as ordered by the Supreme Court in Contempt proceedings, and I believe you then refused to produce them. I now renew my demand, and ask you to produce the books called for by the order of the court herein.

A. I still refuse, and I have conferred with Mr. Elliott and Mr. Kline, on behalf of the campany and myself, and they advise me to decline, both for myself and the company; and, that the case might be set before you in a clear light, I have had prepared a statement which will set forth my reasons, which I would like to read, as follows: (Reads.) "Admitting that the books called for are in my possession as Secretary of the Standard Oil Company, I decline to produce them for these reasons:

First: because they are demanded in an action instituted against the Standard Oil Company for contempt of court, and for the purpose of proving said company guilty of contempt, in order that the penalties for contempt may be inflicted upon it and its officers; and I am informed that to enforce their production in such a case and for such a purpose, is an unreasonable search and seizure.

Second: because the books disclose facts and circumstances which may be used against the Standard Oil Company tending to prove it guilty of offenses made criminal by an act of the Legislature of Ohio, passed April 19th, 1898, entitled, "An Act to define Trusts, and to Provide for Criminal Penalties, Civil Damages and the Punishment of Corporations," etc.

Third: because they disclose facts and circumstances which may be used against myself personally as an officer of said company, tending to prove me guilty of offences made criminal by the Act aforesaid."

That said relator thereupon requested the said Master Commissioner herein to order the said F. B. Squire to produce said books in accordance with said order of the court, which was ordered by said

Master in the following language as shown by the record herein to wit;

"Mr. MONNETT: To keep the record straight, the Attorney General now asks the Master to order the witness to produce the books and records called for in the former questions herein, and under the orders of the Supreme Court to you directed.

Master COMMISSIONER: The Special Master Commissioner thus orders."

The relator then requested the said F. B. Squire to produce as a witness, not as a stockholder of defendant company, the books of the company that show the transactions of the defendant company -rior to July 1st, 1898," which said date relator alleges is before what is known as the Valentine Anti-Trust Law passed, April 19th, 1898, 93 O. L., 143, which said request was within the terms
402 of the order of said court.

That said request was refused by said F. B. Squire as follows:

"A. I decline to answer, for the same reasons stated above.

Q. You decline to produce the books, for the same reasons as heretofore stated?

A. Yes sir.

Q. Do you ask this as a protection for yourself or for the protection of the corporation?

A. Both."

The said Master Commissioner thereupon ordered said F. B. Squire to answer said last named question, which said Squire refused to do.

Thereupon the relator herein requested the said Allan T. Brinsmade Special Master Commissioner, to order the said F. B. Squire to be arrested for contempt in so violating the orders of this court, which the said Master refused, as shown by the record as follows:

"Mr. MONNETT: We now ask that the Special Master order the witness arrested for contempt.

Mr. KLINE: If there is any purpose on the part of the Master, we desire to satisfy this court that he has not any power to do so.

Master COMMISSIONER: The arrest of a witness for contempt of court is an arbitrary measure, to be used on all proper occasions; yet within the limits of prudence and law. The commissioner has very grave doubts as to his power to commit a witness for contempt in refusing to answer certain questions or declining to produce the books as requested by the Attorney General. If there should be an order upon his part to commit for contempt, and he should be in error, he would render himself liable to an action for damages for false imprisonment. He therefore prefers to relegate the entire question to the Honorable Supreme Court of the State of Ohio: and now certifies to such court the fact of the witness' declination to testify or produce certain books, together with the witness' statement of his reasons for such declination."

Wherefore the Relator prays that a rule may issue requiring the said F. B. Squire to appear before this court by a day to be named

and show cause why he should not be punished for contempt in violating the order of this court.

F. S. MONNETT,
Attorney General.

S. W. BENNETT,
E. B. KINKEAD,
Of Counsel.

403 And afterwards, to-wit, on March 9th, 1899, Amendment of Complaint in Contempt against F. B. Squire was filed.

404 *Amendment of Complaint in Contempt Against F. B. Squire.*

Now comes the Relator and represents to the court that while proceeding in the above entitled case under the order of this court made herein directing Honorable A. T. Brinsmade as Special Master Commissioner to take such testimony bearing upon the information filed herein charging the defendant with contempt in the violation of the order and decree of this court made on March 2nd, 1892, as the Relator and the defendant may desire to take, the Attorney-General was taking testimony at Cleveland, Ohio, on November 14th and 15th, 1898. That during the progress of such testimony one F. B. Squire was on the stand giving testimony, and, the witness having previously voluntarily produced certain records of defendant company from which he read showing that the defendant company had charged off large sums of money on account of alleged depreciation in the plant, the Relator thereupon interrogated the witness as follows:

Q. What books have you that show the amount that you charged off that you spoke of in your yesterday's testimony, commencing along in the spring of 1893—whatever date the charging off began?
A. My minute book shows it.
Q. What cash book, or ledger or day book shows the class of property?
A. I have no knowledge of that.
Q. Will you produce the books of that period showing what class of property was charged off?

Mr. KLINE: That was passed upon yesterday; that same question was asked and the question was objected to.
Mr. ELLIOTT: Considering the answer to the previous question we think this question objectionable.
The COMMISSIONER: It may be answered.
Mr. ELLIOTT: I advise you, Mr. Squire, not to produce the books.
The COMMISSIONER: Does the question ask you to produce the books?

Q. What is your answer?
A. Under advice of counsel I must decline to make an answer and produce them.

Mr. MONNETT: I ask your Honor to make a ruling as to ordering him to produce them to save the record.

(Discussion).

Mr. MONNETT: I request your Honor now to order him to answer.

405 The COMMISSIONER: The Commissioner declines to make an order committing this witness to jail for contempt in the matter of declining to answer the question.

(Exception.)

The COMMISSIONER: He having been thus advised by counsel for the defendant company if there is any commitment to be made let it be made by the Supreme Court. The Master Commissioner in this case does not deem that he has the power to commit a witness who declines to answer a question which his counsel do not deem pertinent to the issue.

Q. You referred in your testimony of having charged off on or about February 7th, 1895, $230,019.96. I renew the same question and ask you to produce the books—day book, ledger or journal or other accounts showing the details of that account other than the minutes of the directors.

A. The only book I have any knowledge of is the minute book from which I gave you the information yesterday; and that I have before me * * *.

Q. Will you produce the ledger, cash book or journal that keeps a depreciation of accounts and credits an account known as the Plant account.

Mr. ELLIOTT: I object for the reason that he has not stated that he knows of any such book assuming there is such a book. The witness has already stated that he did not know of any other book where this appears than the minute book before him.

(Question repeated with the following added:) Referred to in this resolution.

Objected to by counsel for the defendant.

The COMMISSIONER: I see no objection.

Mr. ELLIOTT: I advise the witness if he knows of any such book, but he said he didn't, that he decline to produce it.

A. Under advice of counsel I must decline to make an effort to secure such books.

Mr. MONNETT: We ask the Commissioner to order him to do so.

The COMMISSIONER: The Referee makes the same ruling as he has heretofore in this question.

Q. In your testimony yesterday you read a resolution on or about May 13th, 1896, charging off one million two hundred thousand charged to depreciation; will you furnish to the Master the day book, ledger, journal or other books other than the minute book you read from showing that transaction upon the general books of the company?

Mr. ELLIOTT: I advise the witness to make no effort to produce such books.

A. Under advice of counsel I must decline to make the effort.

Mr. MONNETT: We ask the Special Master Commissioner to order him to produce the books.

The COMMISSIONER: They may be produced.

406 WITNESS: Under advice of counsel I must decline.

Mr. MONNETT: We make the other request, Mr. Master Commissioner, that he be committed until he produces these books for the inspection of the Special Master under the orders of the court.

The MASTER COMMISSIONER: I make the same ruling as before.

Thereafter on the 6th day of December, 1898, the Supreme Court of Ohio made an order directing the said F. B. Squire, Secretary of the defendant company, to produce before the said Allan T. Brinsmade, Special Master Commissioner aforesaid, its books of account, showing its gross earnings from March 2nd, 1892, to November 9th, 1897, which books the Relator alleges will show the actual alleged charges of depreciation so as aforesaid testified to voluntarily by the said F. B. Squire, if any there are.

That thereafter on the 17th day of February, 1899, in obedience to the aforesaid order of this court, the Attorney-General appeared before the Commissioner aforesaid and requested the said F. B. Squire to produce said books called for by the order of this court for the purpose not only of ascertaining the gross earnings of the company during the years aforesaid, but the Attorney-General also called upon the said F. B. Squire to produce the said books for the purpose of showing the charges to depreciation of plant so as aforesaid voluntarily testified to by him, in the following language:

Q. I now call your attention, Mr. Squire, to that part of your testimony that you gave on or about the 15th day of November, 1898, as asked you by Mr. Kline over our objection, in which you started in and gave voluntarily so far as the State is concerned, your version of the records of your books stating you had charged off to depreciation as shown by your minutes, Two Million Dollars at one time, giving the history of the dismantling of the plant in Cleveland, Ohio, and the condition of your books as to the depreciation from 1890 to 1896. Will you produce the books showing the original record evidence of what you therein testified to in parol.

Mr. KLINE: I object.

The COMMISSIONER: The question, in my judgment is not objectionable.

A. I decline for the same reasons stated heretofore.

Mr. MONNETT: We expect to show by the answer of the witness that he has in his possession record evidence to contradict the parol testimony and the verbal version that he gave of the contents of the books in his testimony on November 15th, 1898, and that testimony would disclose that it is not a privileged communication under the rule.

I now ask the Master to enforce the answer to this question for the reason that the witness has waived his constitutional and statutory privilege of tending to incriminate him and by having voluntarily given a part of the condition of the books and records of the company.

407 And, for his failure to produce the books called for in the last interrogatory to commit the witness for contempt.

MASTER COMMISSIONER: The Commissioner has rendered an opinion to the effect that in his judgment the question was not objectionable, the matter having been brought out upon cross-examination rather than by direct examination; but the Master Commissioner declines to commit for contempt but will simply certify to the Honorable Supreme Court of the State of Ohio the fact of the witness' declination to answer.

Wherefore your Relator prays that a rule issue requiring the said F. B. Squire to appear before this court on a day to be named and show cause why he should not be punished for contempt in so refusing to produce the books so ordered to be produced by the Commissioner and this Court.

F. S. MONNETT,
Attorney-General

E. B. KINKEAD,
S. W. BENNETT,
Of Counsel.

And afterwards, to-wit, on March 16th, 1899, the following answer of F. B. Squire was filed:

408 *Answer of F. B. Squire.*

Now comes F. B. Squire, and, showing cause why he should not be adjudged guilty of contempt for refusing to produce before Hon. Allan T. Brinsmade, Special Master Commissioner, "all books of account and other books relating thereto showing all gross earnings of said defendant from March 2, 1892, to November 9, 1897, and what has been done with the same for each year, and also the books showing the distribution of the dividend made March 17, 1892," says:

That on the 17th day of February, 1899, at 10 o'clock A. M., in pursuance of the order of this court, he did appear before said Commissioner, and was asked to produce the aforesaid books, which he refused to do, and thereupon, and as reason therefor, in response to a demand made by the Attorney-General and the order of the Commissioner, said:

"I still refuse, and have conferred with Mr. Elliott and Mr. Kline on behalf of the company and myself, and they advise me to decline both for myself and the company, and that the case might be set before you in a clear light, I have prepared a statement, which will set forth my reasons, which I would like to read, as follows:

"Admitting that the books called for are in my possession as sec-

retary of The Standard Oil Company, I decline to produce them for these reasons:

1st. Because they are demanded in an action instituted against The Standard Oil Company for contempt of court, and for the purpose of proving said company guilty of contempt in order that the penalties for contempt may be inflicted upon it and its officers; and I am informed that to enforce their production in such a case and for such a purpose is an unreasonable search and seizure.

2nd. Because the books disclose facts and circumstances which may be used against The Standard Oil Company, tending to prove it guilty of offenses made criminal by an act of the legislature of Ohio, passed April 19, 1898, entitled 'An act to define trusts and to provide for criminal penalties, civil damages, and the punishment of corporations,' etc.

3rd. Because they disclose facts and circumstances which may be used against myself personally as an officer of said company, tending to prove me guilty of offenses made criminal by the act aforesaid."

That thereupon the Attorney-General stated that he expected to prove by the answer of the witness that "the books called for show the distribution of the receipts prior to July 1, 1898, and subsequent to March 2, 1892, of this defendant, at least three-sevenths thereof to the trustees of the Standard Oil Trust, and that the defendant company *is*, and *has been* ever since the decree of this court, directly and indirectly, disobeying the order of this court by maintaining and supporting the Standard Oil Trust, and that it connived with The Buckeye Pipe Line Company, The Solar Refining Company and The Union Tank Line Company in disobeying the order of this court."

409

And the said Squire says that he should not be compelled to produce the books called for, nor to answer any questions in relation thereto or their contents, nor punished for contempt for a refusal to do so, for the reasons:

First. That by article 1 of the Bill of Rights of the Constitution of the State of Ohio, section 10, it is provided that "no person shall be compelled in any criminal case to be a witness against himself, or to be twice put in jeopardy for the same offense."

And in article 1, section 14, of said Bill of Rights it is provided that "the right of the people to be secure in their persons, houses, papers and possessions against unreasonable searches and seizures shall not be violated."

And the said Squire says that under said articles of said Constitution of said state he cannot lawfully be required to comply with said order, nor can the defendant, The Standard Oil Company, be so required.

Second. He further says that article 4 of the amendments to the Constitution of the United States provides that "the rights of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures shall not be violated, and no warrant shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the places to be searched and the persons or things to be seized."

That article 5 of the amendments to the Constitution of the United States provides, among other things, that "no person shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty or property without due process of law."

That article 14 of the amendments to the Constitution of the United States further provides, among other things, that "no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws."

And the said Squire says that to require him to produce the books called for, or to punish him for contempt for refusing to do so, would be in violation of the rights guaranteed to the defendant, The Standard Oil Company, and himself by the foregoing amendments to the Constitution of the United States.

410 Wherefore he prays that the rule requiring him to show cause may be discharged.

KLINE, CARR, TOLLES & GOFF,
L. T. NEAL,
Attorneys for Answering Defendant.

F. B. Squire, being duly sworn, says that he is the person named in the foregoing answer, and that the averments thereof are true.

F. B. SQUIRE.

Subscribed and sworn to by said F. B. Squire before me, this 12th day of March, 1899.

H. O. JONES,
Notary Public.

411 And afterwards, to-wit, on March 24th, 1899, the following reply of the relator to the answer of F. B. Squire was filed:

412 *Reply of the Relator to the Answer of F. B. Squire.*

Now comes the Attorney-General and by way of reply to the answer of F. B. Squire to the charge of contempt heretofore filed herein against him says:

That on the 24th day of June, 1898, at a hearing had in the Supreme Court of Ohio upon a motion filed by the Relator, for the appointment of a Special Master Commissioner, the defendant company appeared by its counsel and consented to the entry which was made by said court at said time, appointing Hon. Allan T. Brinsmade as such Special Master Commissioner, ordering him to make an examination into the books and affairs of the defendant company and to take such testimony pertinent to the issue, as the Relator and the defendant may desire.

That thereafter, by agreement between the Attorney-General and

the defendant company by and through its counsel, it was arranged to take the testimony under and in pursuance of said order so as aforesaid consented to by the defendant in the City of New York; and in pursuance of said agreement on the —— day of October, 1898, at the City of New York, parties appeared, the defendant by its counsel Virgil P. Kline and M. F. Elliott and produced voluntarily the President of the defendant company, John D. Rockefeller, who voluntarily gave testimony touching upon the issues involved in the information in contempt filed herein against the defendant company. That thereafter, a demand was made by the Relator upon the defendant at the said City of New York for the production of witnesses and books in the City of New York, which was refused; that thereafter the defendant voluntarily offered counsel for the State to produce certain books for examination after a subpœna had been duly issued for certain officers of the Liquidating Trustees by the Supreme Court of New York, and counsel for the State with counsel for the defendant and the Special Master Commissioner made an examination of certain trust certificate ledgers or registers so voluntarily produced, being the only books of the Liquidating Trustees of the Standard Oil Trust, which counsel for the defendant would produce, claiming that said Trustees kept no accounts with defendant company, and that these trust certificate registers were the only books which were in the hands of the Liquidating Trustees that in any wise related to the defendant, and that the only books that reflected upon the alleged liquidation so far as concerned the defendant company were in the City of Cleveland, and thereupon said hearing was adjourned to meet in the——

413 And afterwards, to-wit, on March 28th, 1899, the following answer to amendment of complaint in contempt against F. B. Squire was filed:

414 *Answer to Amendment of Complaint in Contempt Against F. B. Squire.*

Now comes the said F. B. Squire, answering the amendment of the complaint in contempt against him, says that at all times during the taking of testimony bearing upon the information filed herein charging the defendant with contempt in violation of the order and decree of this court made on the 2nd. day of March, 1892, he appeared as a witness in behalf of the state and not voluntarily, and such records of the defendant company as he produced were produced upon the demand of the state, and all evidence given therefrom was given by him upon questions put by the state; that he was re-examined briefly by counsel for the defendant upon matters to which his attention had been called in the first instance by the State, and said cross-examination was wholly with reference to statements made by him and read by him while a witness in behalf of the state, and not otherwise; that to require him to produce the books now called for, and to answer any questions in relation thereto or their contents, would be a violation of the rights secured to him

by virtue both of the Constitution of the State of Ohio and of th Constitution of the United States, and he re-affirms as though wri ten herein in particular and detail, the provisions of the Constitutio of the State of Ohio and the Constitution of the Federal Governmer which have already been set forth in the answer to the proceedin in contempt against him to which this is claimed to be an amen ment.

Wherefore, he prays that the rule requiring him, as in the amen ment to the complaint set forth, to show cause, may be discharged.

F. B. SQUIRE,
By KLINE, CARR, TOLLES & GOFF, AND
L. T. NEAL, *His Attorneys.*

415 And afterwards, to-wit, on April 7, 1899, the followin petition (No. 4), Action for equitable relief and accountin was filed.

416 In the Court of Common Pleas of Cuyahoga County, Ohi

Petition.

JAMES CORRIGAN, Plaintiff,
vs.
JOHN D. ROCKEFELLER, Defendant.

Action for Equitable Relief and Accounting.

The plaintiff, James Corrigan, alleges that the Standard Oil Tru is an unincorporated Trust or association consisting of numerous pe sons and corporations. That it was organized in the year 1882, an for several years last past has had and now has a capital of on hundred million dollars divided into one million shares of on hundred dollars each. That ever since its organization it has bee and still is in the exclusive control and management of a Board o Trustees of which the defendant is one, he being also the Presider of said Board of Trustees. That the ownership of all the propert of said Standard Oil Trust is represented by one million share of Trust certificates and that by the organization of said Standar Oil Trust and the issue, sale and disposal of such trust certificate an express trust relation was created between the defendant and hi associate trustees on the one side, and the holders and owners of sai one million shares of certificates on the other. That besides th trust relation so created, the defendant has been the special agent an trustee of the plaintiff in regard to two thousand five hundred share of said Standard Oil Trust certificates owned by the plaintiff, h having at defendant's request from time to time given him his powe of attorney or proxy to vote for and represent him at all the mee ings of the share holders of said Standard Oil Trust. That for som time prior to March 14th, 1895, the plaintiff was indebted to th defendant for sundry large sums of money loaned him by the de

fendant and was also contingently liable to him in sundry
417 other obligations, for all of which indebtedness the said defendant held the said two thousand five hundred shares of certificates in pledge as collateral security. That on or about the 14th day of March, 1895, the plaintiff was induced by sundry cunning tricks, frauds and misrepresentations of said defendant to enter into a contract in writing with him for the sale of said 2500 certificates to him of the tenor and substantially of the words following:

"Agreement, made this nineteenth day of February one thousand eight hundred and ninety-five, at Cleveland, Ohio, between James Corrigan, of Cleveland, Ohio, hereinafter called Mr. Corrigan, of the first part, and John D. Rockefeller, of New York, hereinafter called Mr. Rockefeller, of the second part:

Mr. Rockefeller has at various times loaned sums of money to Mr. Corrigan, aggregating, for principal only, $250,437.50. On these loans interest is due, amounting to February 19, 1895, to $31,656.91, making a total of principal and interest of $282,094.41. There is also due from Mr. Corrigan to Mr. Rockefeller interest to February 19, 1895, on the vessel loan for $140,000, hereinafter mentioned, amounting to $16,759.77, which added to the principal and interest above mentioned makes a total amount of $298,854.18. Mr. Rockefeller has received on account of this sum payments on account of interest aggregating $23,091.08, leaving a present indebtedness from Mr. Corrigan to Mr. Rockefeller of $275,763.10, exclusive of the principal of the vessel loan of $140,000.00, hereinafter mentioned. For the amount of said indebtedness Mr. Rockefeller holds Mr. Corrigan's promissory notes, and as collateral thereto, 2500 shares of Standard Oil Trust certificates.

In addition to the said net indebtedness of $275,763.10 Mr. Rockefeller has heretofore loaned to Mr. Corrigan the principal sum of $140,000.00, on which, under the provisions of this agreement, interest will have been paid to February 19, 1895, and for the last named indebtedness Mr. Rockefeller holds Mr. Corrigan's promissory notes, and, as collateral thereto, a mortgage of an undivided one-half interest in certain propellers and schooners. Said mortgage was dated January 5, 1892, and recorded in the collector's office, District of Cuyahoga, Port of Cleveland, January 15, 1892, in Liber 12, fol., 134.

Mr. Corrigan was and is interested in the Franklin Iron Mining Company and to induce Mr. Rockefeller to make loans to that Company and to Mr. Frank Rockefeller, is also interested in said
418 Company has heretofore indorsed promissory notes of said Company to Mr. Rockefeller now aggregating the principal sum of $139,368.87, and has heretofore indorsed promissory notes of Frank Rockefeller now aggregating the principal sum of $130,726.91, and has pledged with Mr. Rockefeller 4947 shares of the capital stock of the Franklin Iron Mining Company as collateral security for all of the said endorsements, and for the carrying out of an agreement of guaranty dated May 22, 1893, between Mr. Corrigan and Mr. Frank Rockefeller of the one part and Mr. John D. Rockefeller of the other part.

By instrument of July 5, 1893, Mr. Corrigan on procuring a loan from Mr. Rockefeller, agreed with him that the Standard Oil Trust

certificates at that time pledged with him, and all other stocks, shares or securities at any time thereafter delivered to Mr. Rockefeller as collateral security either for existing or future indebtedness, should be held by Mr. Rockefeller as collateral security for all indebtedness of Mr. Corrigan to Mr. Rockefeller then existing or thereafter created, including all notes endorsed by Mr. Corrigan, then existing or thereafter created until such indebtedness shall be fully paid and liquidated, and by force thereof all Standard Oil Trust certificates in this present agreement mentioned, were and are pledged to Mr. Rockefeller as collateral security for all of the said loans from Mr. Rockefeller to Mr. Corrigan, and for all the said endorsements on account of the said Franklin Iron Mining Company, and for account of Mr. Rockefeller.

Some of the notes so made by Mr. Corrigan will not fall due for a considerable time, and many of the notes endorsed by his as aforesaid, will not fall due for several years, and it is uncertain whether, and to what extent, he will be called upon to respond on his said endorsements. Mr. Corrigan desires to withdraw from pledge, as aforesaid, a part of his said stock of the Franklin Iron Mining Company, to relieve the money and property which on the execution hereof will remain pledged, from pledge for his endorsements on notes of Mr. Rockefeller, individually; to take advantage of the present market for said Standard Oil Trust certificates and to immediately obtain the sum of $80,000.00 in cash. To these ends he has requested Mr. Rockefeller to consent to the arrangement embodied in this contract:

Now, therefore, in consideration of the premises and of the mutual promises of this agreement, and of the sum of one dollar paid
419 by Mr. Corrigan to Mr. Rockefeller the receipt whereof is hereby acknowledged, it is covenanted and agreed between them as follows, to-wit:—

First. Mr. Rockefeller will immediately return to Mr. Corrigan, freed from pledge as aforesaid, 4347 shares of the capital stock of the Franklin Iron Mining Company, Mr. Rockefeller then retaining in his hands, under pledge, 600 shares of the stock of said company belonging to Mr. Corrigan, and 4900 shares of said Company belonging to Mr. Frank Rockefeller.

Second. Mr. Rockefeller will immediately relieve the said 600 shares of the stock of the Franklin Iron Mining Company, then remaining pledged with him, from the burden of the pledge for endorsements by Mr. Corrigan of notes of Mr. Frank Rockefeller individually; the said shares, however, otherwise remaining pledged as heretofore, and in this agreement provided.

Third. Mr. Rockefeller will immediately pay to Mr. Corrigan $80,000.00 in cash and Mr. Corrigan will immediately give to Mr. Rockefeller therefor his promissory notes, one for $40,000.00 payable two years from the date thereof, and the other for $40,000.00 payable three years from the date thereof, both carrying interest at the rate of 7% *per cent* per annum, payable semi-annually.

Fourth. Mr. Corrigan will immediately sell, and does hereby sell and assign absolutely to Mr. Rockefeller the said 2500 shares of

Standard Oil Trust certificates, for the sum of $420,000.00, the proceeds of sale to be held and disposed of as hereinafter provided.

Fifth. Mr. Rockefeller will immediately apply $275,763.10 of said proceeds of sale in the extinguishment of the same amount of indebtedness from Mr. Corrigan to Mr. Rockefeller, and will surrender to Mr. Corrigan promissory notes which, with interest to February 19, 1895, shall represent the said sum so paid, except as to $23,091.08 used to pay interest February 19, 1895, on Mr. Corrigan's notes for $140,000.00, secured by mortgage of vessels, as aforesaid, and as to said sum the payment of interest will be endorsed on said notes, and Mr. Rockefeller will retain the balance of said proceeds of sale to-wit, $144,236.90 and will allow Mr. Corrigan therefor interest at the rate of 7% per annum payable semi-annually. The said sum shall be retained by Mr. Rockefeller in substitution for the trust certificates represented by said balance hereunder, and under
420 the agreements already existing and hereinbefore recited, with a continuing lien thereon as in substitution for said trust certificates, as collateral security for the fulfillment of said guaranty agreement and the payment of said endorsements on the Franklin Iron Mining Company's notes, and the payment of said notes for $80,000.00 and interest to be given upon the execution hereof, and as further collateral security for the payment of said indebtedness of $140,000.00, and interest thereon, for which said vessel mortgage is held, as above recited, and also as collateral security for all indebtedness now existing or hereafter created, from Mr. Corrigan to Mr. Rockefeller, whether Mr. Corrigan is or shall be liable as principal debtor, endorser, guarantor, or otherwise, except as he is endorser on notes of Frank Rockefeller given on loans from Mr. Rockefeller to Frank Rockefeller, individually.

Sixth. Before Mr. Rockefeller shall be under obligation to perform any of his agreements herein contained, Mr. Corrigan will procure the Franklin Iron Mining Company to give to Mr. Rockefeller a mortgage upon the leasehold interests in the two parcels of forty acres each, known as the Victoria forties, and the two parcels of forty acres each known as the Bessamer forties, in addition to the mortgage already given by the Franklin Iron Mining Company to Mr. Rockefeller dated August 1, 1893, and recorded in the office of the Register of St. Louis County, Minnesota, November 27, 1893, in Book 75 of Mortgages pp. 78; such additional mortgage to contain the same conditions and provisions as the said mortgage of August 1, 1893, and Mr. Corrigan will obtain and deliver to Mr. Rockefeller a letter from the Franklin Iron Mining Company and Mr. Frank D. Rockefeller to Mr. John D. Rockefeller agreeing that said Company will execute such additional mortgage, and that neither the said company, nor Mr. Frank Rockefeller will claim that the loans already made and existing, whether evidenced by contract or note between it and Mr. Rockefeller, or between Mr. F. Rockefeller and Mr. John D. Rockefeller, is in any manner modified by the release of collateral to Mr. Corrigan made under the terms of this contract; and that the validity of all contracts between any one or more of the parties herein mentioned or loans made by any one or more of them no matter how

evidenced, shall be in no manner affected or impaired by this contract.

Seventh. This agreement shall bind the parties executing the same, their respective executors, administrators and assigns.

(Signatures omitted.)

421 That for some time prior to the date of said contract the defendant had schemed and planned to obtain from plaintiff the legal title and ownership of said two thousand five hundred shares of said Standard Oil Trust certificates, which he held as collateral security as aforesaid; that to better carry out and accomplish his said plan he professed great friendship for the plaintiff who was then as he well knew very greatly embarrassed and in need of money by reason of very heavy losses then recently sustained in his business of which the defendant had full knowledge.

That for the purpose of forcing the plaintiff in his then distressed and embarrassed condition to sell to him, the said defendant, said two thousand five hundred shares of said Standard Trust certificates, the said defendant several times pressed him to pay said loans and pretended that by reason of the non-payment of interest on the same the whole of said loans were due, and that such loans, together with other certain indebtedness of the plaintiff to the defendant must be paid, or he, the defendant, would force said stock to sale.

That fearing a forced sale of said stock by said defendant would be made, the plaintiff about the month of January 1895, made arrangements to borrow from others the amount of money required to take up said indebtedness to the defendant, and so notified said defendant and requested him to give to the plaintiff a statement of the assets and liabilities of said Standard Oil Trust so that it could be laid before those who were to take up and pay to the defendant his said indebtedness, which request said defendant absolutely refused to comply with and upon being informed that the plaintiff had made arrangements to take up and pay said loans, he informed the plaintiff that said loans were not due and that he would neither receive the money on his loans nor deliver said trust certificates so held as collateral security.

That for some time prior to March 14th, 1895, Stevenson Burke of Cleveland held an assignment of the equity of the plaintiff in said Oil Trust Stock as collateral security for an indebtedness of the plaintiff to him, of all of which said defendant had full notice. That for the purpose of obtaining information from said defendant as said trustee of said Standard Oil Trust touching the real value of said Standard Oil Trust certificates the said Burke on account of this plaintiff and himself on the 25th of October, 1894, wrote to said defendant at his place of business in New York as follows:

422 OCTOBER 25TH, 1894.

John D. Rockefeller, Esq., 26 Broadway, New York.

MY DEAR SIR: I hold an assignment of the equity of Mr. Corrigan in the Standard Stock and the vessel mortgage in your hands. I have been fully informed of his mission to New York to obtain a

further loan from you upon these securities and of your refusal to make the loan. I have held this assignment for several months, but I thought Mr. Corrigan could get along with it better without any interference on my part as it is very important to his interests that these securities should be made available if possible. I am going to New York and will be there most or all of next week and I except to try to negotiate for Mr. Corrigan, a loan upon his equities in those securities. To do so however it will be necessary to be able to show to the lenders of money what the Standard Stock is really worth and Mr. Corrigan is unable to get me any definite information on that point; he has no report showing its property, its earning power or its investments, and hence it is a mere guess as to what the property ought to sell for. Will your be kind enough to send me at the 5th Avenue Hotel, at your earliest convenience, as definite a statement as possible, first, of the total amount of stock outstanding, second, its assets, including all its investments, its earnings, gross and net, for say the last five years, and any other information which will enable any one about to invest to understand definitely the value of the property. The books of the Company must be at your disposal as President of the Company and I trust I am not asking too much of you when I ask for this information.

Very respectfully yours, STEVENSON BURKE."

423 That soon thereafter and on or about November 1st, 1894, the said Burke went to New York, as stated in said letter, and stopped at the Fifth Avenue Hotel, but received no answer from the defendant to said letter. That after waiting a few days and still receiving no answer from said defendant he addressed another letter of the same tenor and effect to said defendant, but said defendant never answered either of said letters. That not receiving any answer to his letters from said defendant, on the 10th day of November, 1894, he addressed another letter to said defendant reading as follows:

NOVEMBER 10TH, 1894.

John D. Rockefeller, Esq., 29 Broadway, New York.

MY DEAR SIR: I have no answer as yet to either of my communications addressed to you. I am quite surprised at this as my communications were respectful in tone, and called for information upon a subject to which I am entitled. That you may understand my relation to this business I enclose herewith a copy of my contract with Mr. Corrigan by which his equity in the securities in your hands were transferred to me. The money which he tried to raise upon the securities fell due today and I have been obliged to pay the whole *of* it, Mr. Corrigan having made all the effort in his power to raise his share but having been unsuccessful. You will notice by the enclosed contract that his proportion of these obligations was 8/13 to my 5/13, and as the amount due today was about $270,000, you will observe that I have been obliged to pay a very large amount of money upon his account, money which I am sure I would not have had to pay if he had been able to raise it. In view of the situation and in order that I may as soon as possible be i-demnified for this large

sum of money which I have been obliged to advance and being in every substantial sense the holder of the equity in the Standard Stock which you hold I must now ask you as President of the Company to furnish me with a definite and specified statement of the assets and liabilities of that company with any facts which may enable me to negotiate a sale or pledge of the stock or the equity in the stock in your hands. You know full well that it is in my power to
424 obtain this information, but I trust that your own good business sense and judgment and your sense of fairness and right is such that you will not force me to resort to any other measures than application to yourself for that to which I am so clearly entitled.

From my conversation with Mr. Corrigan after his interviews with you I am led to the conclusion that you have been misinformed or have drawn an erroneous inference in regard to my position in this matter. I desire to have you distinctly understand that I have no purpose to annoy or embarrass you in any respect by the information which I seek. I have unfortunately a very large interest in the equities of Mr. Corrigan in the securities which you hold. I want to make them available for all they are worth in his interest and also in my own, and I am utterly unable to see how you can have any objection to my doing so. If there are any special reasons why you are unwilling to give me the information which I seek, and which seems necessary to me I am not so unreasonable that I cannot give them due consideration, nor am I so unjust as to insist upon anything to which I am not entitled. Kindly put yourself in my position and then you will be the better able to judge of the justice of what I ask.

Very respectfully, STEVENSON BURKE."

But that notwithstanding the fact that said letters were respectful in tone and that said Burke as representing the plaintiff the owner of said trust certificates was entitled upon his account as well as his own to the information requested, the said defendant with the intent to wrong, over-reach and defraud the plaintiff refused to answer either of said letters, or to give to the plaintiff or to said Burke or his representative the information sought and requested by said letters.

And the plaintiff alleges that notwithstanding his ownership of said Standard Oil Trust certificates and notwithstanding the fact that the said defendant sustained the relation of trustee to him in such ownership and also the relation of his special trustee under sundry powers of attorney given to said defendant to represent the plaintiff at the meetings of the trust association, the said defendant for the purpose of acquiring from the plaintiff said 2500 shares of trust certificates at much less than their true value and for the pur-
425 pose of keeping him in ignorance of the true value of said trust certificates, refused to acquaint the plaintiff with the assets or the property owned by said trust, or to acquaint him with any facts to enable him to judge of the true value of said certificates.

The plaintiff alleges that it was the duty of the said defendant as trustee, to give him the information requested by the said letters and also verbally requested by the plaintiff, but that said defendant for the purpose of defrauding and overreaching the plaintiff and obtaining said two thousand five hundred shares of certificates at less than its value, concealed from the plaintiff the true state and condition of said Standard Oil Trust and its real value. That it was the duty of the defendant to conceal nothing relating to the duties of his said trust and the condition, assets, and property of said trust from the plaintiff and to refrain from taking advantage of his knowledge acquired as such trustee to buy the said 2500 shares of the plaintiff his cestui que trust. But the plaintiff alleges that the defendant not only concealed from him all knowledge of the property, assets and liabilities of said Standard Oil Trust but falsely asserted that $168.00 per share was a full and fair price for said shares and that the said Standard Oil Trust had no surplus or accumulated fund, having paid it all out in dividends; that the company was earning no money; that it had the strongest competition ever known in the business; and that his associates in position to know as much about the business as he, the defendant, considered that the stock was not worth over $125.00 per share.

The plaintiff on the contrary alleges from information and belief that the said Standard Oil Trust certificates on the 14th of March, 1895, were really worth and a fair price *from* them at the time was at least $500.00 per share, and, instead of having no surplus or accumulated fund on hand said Standard Oil Trust then had on hand a surplus or accumulated fund of many million dollars as said defendant as such trustee well knew.

He also alleged that it was not true that the said Company was earning no money or that it had the strongest competition *than* ever known in the business, or that the defendant's associates in position to know as much about the business as he did, considered that the shares were not worth over $125.00 per share; that each and every statement and representation then made to the plaintiff by the defendant to induce him to enter into the above named con-
426 tract and make sale of said shares to the defendant was false, untrue and fraudulently made with the intent aforesaid of all of which the defendant had full notice.

The plaintiff further alleges that the Standard Oil Trust is a very close association; that it has never made reports to its shareholders after the manner of corporations or otherwise; that all actual knowledge of its state, condition and affairs have been kept within the knowledge of its so called Board of Trustees and such favorite shareholders, if any, as they have seen fit to enlighten upon the subject. That the plaintiff was not a favored shareholder in this respect and was not at any time made acquainted with the true state and condition of the property and assets of said Standard Oil Trust.

That in entering into said contract with said trustee, plaintiff relied for information solely on said defendant and the fact that he sustained the relation of trustee for this plaintiff in regard to the property, assets, and all that belonged to said Standard Oil Trust.

That even now the plaintiff has no actual knowledge of the property, assets and liabilities of said Standard Oil Trust and consequently no true knowledge of the actual value of said shares, or the amount of dividends received by the defendant upon the shares of the plaintiff, but from information and belief the plaintiff avers that the defendant has received dividends on the 2500 shares so sold to him by the plaintiff since the said sale to the amount of 80% or more of the par value thereof in the aggregate which he should account for to the plaintiff.

And the plaintiff says that in estimating the value of said certificates at $500.00 per share at the time of the contract of sale aforesaid, he bases such value upon the amount of dividends which he has been informed that the Standard Oil Trust has paid upon its shares since March 14, 1895.

The plaintiff alleges that for a long time prior to March 14, 1895, the said defendant had been in the receipt of all dividends on said 2500 shares of certificates. That long before that time the defendant had compelled the plaintiff to give him an order on said Standard Trust for all accruing dividends and that the only thing sought to be accomplished, or in fact accomplished by inducing the plaintiff to enter into said written contract was to deprive the plaintiff of the legal title to said 2500 shares of certificates.

The plaintiff further alleges that about the year 1892 in
427 pursuance of some order or decree of some court unknown to the plaintiff the defendant was appointed to or has assumed the position of liquidating trustee of said Standard Oil Trust, since which time he has assumed to act as such liquidating trustee as well as trustee for the shareholders; but the plaintiff alleges that whatever the name and form of the defendant's relation to said Standard Oil Trust he was in fact long before and at the date of said above named contract the trustee and representative of the plaintiff in regard to said two thousand five hundred shares of certificates and all that they stood for and represented.

The plaintiff further alleges that the said defendant for many years last past has been paid by the plaintiff and other stockholders of said Standard Oil Trust the sum of fifty thousand dollars each and every year for his services as such trustee for caring for their interests as the owners of said Standard Oil Trust property. The plaintiff further alleges that for many years past the said defendant and his co-trustees have sought and now hold many million dollars worth of property in the names of others than said Standard Oil Trust, no record of which, so far as the plaintiff is advised, has ever been made on the books of said Standard Oil Trust. That is is impossible to know or estimate the true value of the shares of said Standard Oil Trust without a full and complete, account, list and inventory of all the property, real, personal and mixed of said Standard Oil Trust in whatever or whosever name it may stand, and that as he believes and alleges, the said defendant alone can give the full and complete information touching the assets of said Standard Oil Trust necessary to a full understanding of the property and assets of said trust.

The plaintiff is unable to state whether in fact the said defendant

has caused the said two thousand five hundred shares or any part thereof to be transferred to himself on the books or records of said trust, or whether they still stand in the name of the plaintiff. The plaintiff alleges that it was the duty of said defendant as his said trustee to refrain from taking advantage of his position as such trustee or his position as pledgee of said certificates to acquire the same from said plaintiff or to induce him to enter in the contract aforesaid by the concealment, frauds and false representations and means aforesaid. The plaintiff asks that the defendant in his answer hereto answer fully and truly and in detail what real, personal and mixed property of every name and nature, including all money or stocks, the said Standard Oil Trust owned or held in any
428 name whatever on March 14th, 1895, and at the date of filing of said answer.

The plaintiff alleges that very soon after the execution of the contract of March 14th, 1895, he was led to suspect that he had been overreached by the defendant in entering into said contract and he at once wrote to the said defendant in respect to the transaction calling his attention to the distribution of funds among certain prominent holders of said trust certificates and otherwise complaining to him of the transaction, which letter under date of the 10th of April, 1895, the said defendant made answer to. That thereupon on the 13th of April, 1895, the plaintiff again wrote the defendant in respect to the transaction, among other things as follows:

"You are aware that in my present condition I cannot afford to lose anything that may rightfully belong to me. However my condition is not so bad that I wish to ask for what does not rightfully belong to me. Now if you will take the trouble to provide for me the statements given at those meetings from time to time I will look them over carefully and see what light they will throw on the situation."

That the defendant offered no explanation of what occurred at the meetings of the shareholders and furnished no copies of reports that were made to them. He, however, assured the plaintiff of the uniform kindness which he had exhibited to the plaintiff for which he claimed such merit, but declined to furnish the plaintiff with any information which would enable him to judge of the value of the two thousand five hundred shares of certificates in question. Thereupon May 10th, 1895, the plaintiff again wrote the defendant saying plainly to him among other things:

"From my standpoint it appears to me that you have taken advantage of your position and knowledge to take from me my stock at much less than its value. You were my agent and representative in regard to this stock. You knew its value, and you concealed from me all useful knowledge in respect to it. You not only were my agent by the fiduciary relation which you sustained to the trust, but you are also my agent especially appointed to represent my interest in dealing with the trust after the decision in Ohio and New York. It was therefore your legal as well as your moral duty to take no advantage of your situation to my detriment. No one understands better than yourself the duty of an agent to his principal and you

know that in dealing with me you have not supplied me with
429 the information which put me upon an equality with yourself. I do not desire, but upon the contrary I wish to avoid litigation in regard to this business. And having that end in view I would suggest that we make a practical recission of the contract made between us, that we agree upon some reasonable time within which I shall repay you any money loaned or advanced to me and that you agree to sell on my account from time to time as it can best be marketed the Standard shares in your possession. I shall be glad to meet you at such time as may be convenient for you here and look the whole matter over and dispose of it upon an equitable basis. But I am unwilling to have the matter stand in its present position. If you are unwilling to take up the question upon the lines suggested, or upon other lines equally equitable I will necessarily be driven to take such action for the protection of my rights as the situation requires."

The defendant has never made any reply to said letter of May 10th, verbally or in writing, but he has continued to hold the two thousand five hundred shares of certificates in question and to receive and retain the dividends thereon. That the amount of dividends received by him upon account of the plaintiff would go very far to liquidate and pay any indebtedness of the plaintiff to the defendant. The plaintiff has no means of ascertaining the precise amount of money received by the defendant upon account of the plaintiff, and therefor no means of making him a tender of the amount of indebtedness which would be due from the plaintiff to him upon a recission of the contract. The premises considered the plaintiff prays that the contract aforesaid of March 14th, 1895, and the sale thereby attempted to be made of said two thousand five hundred shares of certificates to the defendant may be annulled, set aside and held for nothing, that a true account may be taken of the amount of dividends received by the defendant upon said shares, and of the indebtedness of the plaintiff to the defendant upon the obligation specified in said contract, that if the said defendant has not caused said shares to be transferred to his name upon the books of said trust that he may be required upon the adjustment and payment of the amount found due to him upon such account to return said certificates so held by him to the plaintiff, that if he has caused said shares to be registered in his name that he may be required upon the accounting and under the order of the court to turn
430 over to plaintiff two thousand five hundred shares of trust certificates of the same character and value or in default of turning over to the plaintiff two thousand five hundred shares of such certificates that he may be decreed and ordered by this court to pay to the plaintiff such an amount of money as upon investigation the two thousand five hundred shares of certificates shall on the trial be found to be worth by this court, and that such further and other decrees shall be made in the premises as justice and equity require.

JAMES CORRIGAN,
By BURKE & INGERSOLL,
His Att'ys

The above named James Corrigan being duly sworn says, that all the facts stated in the foregoing petition are true as he verily believes.

JAMES CORRIGAN.

Signed in my presence and sworn to by said James Corrigan before me this second day of June, 1897.

[NOTORIAL SEAL.]

J. E. FERRIS,
Notary Public, Cuyahoga County.

431 In the Court of Common Pleas of Cuyahoga County, Ohio.

JAMES CORRIGAN, Plaintiff,
vs.
JOHN D. ROCKEFELLER, Defendant.

Action for Equitable Relief and Accounting.

The Clerk will please issue a summons in the above case in favor of the plaintiff against John D. Rockefeller, returnable according to law, endorsed action for equitable relief and accounting.

JAMES CORRIGAN,
By BURKE & INGERSOLL,
His Att'ys.

To Harry L. Vail, Esq., Clerk Court of Common Pleas, Cuyahoga County, O.

432 And afterwards, to-wit, on April 7th, 1899, the following answer (No. 5) was filed:

433 *In the Court of Common Pleas.*

JAMES CORRIGAN, Plaintiff,
vs.
JOHN D. ROCKEFELLER, Defendant.

Answer.

The defendant for answer to the petition herein says, he admits that the Standard Oil Trust was organized in the year 1882, pursuant to an agreement entered into between the parties, as an unincorporated Trust Association, having, prior to its dissolution as hereinafter set forth a capital stock of about ninety-seven million Dollars ($97,000,000), represented by trust certificates of $100.00 each, and that the said certificates were issued under the said agreement to the persons executing the same; that in and by the said agreement to the persons executing the same; that in and by the said agreement there was created a Board of Trustees for the purpose of holding the property of the said Trust Association of conducting

the management of the same and of issuing the trust certificates hereinbefore referred to; that during the existence of said trust Association this defendant was a member of its Board of Trustees, and was the President of said Board; but this defendant says that on or about the 21st day of March, 1892, the said Trust Association was dissolved, the agreement hereinbefore referred to abrogated, and liquidating trustees appointed, of whom this defendant was one; and that the liquidating trustees distributed to the holders of trust certificates all property and all surplus, except stocks of corporations, and since said March 21st, 1892, this defendant has been acting as one of the liquidating trustees of said Trust, for the purpose of receiving such trust certificates as might from time to time be surrendered and conveying the legal title of the various corporate stocks held by the said trustees in trust to the persons entitled thereto, thus enabling them to obtain on demand from the various corporations issuing said stocks the certificates of stock to which they were severally entitled, as well as distributing among the holders
434 of the surrendered certificates their proportion of the dividends from time to time received from the corporate stocks held as aforesaid; that all income received by the said trustees was thus distributed, quarterly, and no surplus has been at any time, or is now held by the liquidating trustees; that prior to said March 21st, 1892, this defendant had, jointly with others, at various times, held the proxy of the plaintiff and voted upon his certificates at meetings of certificate holders, but defendant says that since March 21st, 1892, at such meetings as have been held, the plaintiff has given his proxy to others than this defendant, and this defendant has not acted as such proxy.

The defendant further admits that on or about the 19th day of February, one thousand eight hundred and ninety-five, he executed the certain agreement between himself and the plaintiff set out in the petition; and further admits that prior to the execution of the said agreement the plaintiff was indebted to him in a large sum for money loaned, the amount of which was liquidated by the terms of said contract; and was also contingently liable to him on other obligations mentioned therein, for which the defendant held as collateral security, and pledged with him, 2500 shares of said trust certificates.

The defendant further says that said contract was fully carried out upon his part in accordance with its terms and stipulations, and that he now holds the said sum of One hundred forty-four thousand two hundred and thirty-six and 90/100 Dollars (144,236.90) therein named, together with the vessel mortgage of One hundred and forty thousand Dollars ($140,000.00) as security for the indebtedness of the said plaintiff to him under and in accordance with the terms of said contract, this defendant having received no payment thereon except an amount equivalent to seven per cent per annum, payable semi-annually, allowed as interest upon said sum of $144,236.90, retained by him as a part of such securities, and except the sum of Fifteen thousand one hundred fifty-two and 62/100 Dollars ($15,152.62), received by this defendant upon May

5th, 1897, the proceeds of insurance policies upon the "Australasia," one of the vessels covered by said mortgage.

The defendant further admits that he received various letters from Stevenson Burke and from the plaintiff, some of which, in full, and portions of others of which, are set out in the petition, and that to some of them he made no reply. He further admits that
435 prior to the execution of said contract, and after the pledging of said stock with him as collateral, he received a portion of the dividends accruing thereon; but says that all dividends so received by him were credited upon said indebtedness and accounted for as a part of all of the sum received by him, mentioned in said contract, and were taken into account in the liquidation of the amount of the said indebtedness of that date; but the defendant denies each and every other averment in said petition contained, and prays to be hence dismissed with his costs.

KLINE, CARR, TOLLES & GOFF,
Att'ys for Defendant.

THE STATE OF OHIO,
Cuyahoga County, ss:

John D. Rockefeller, of lawful age, being first duly sworn, says that he is the defendant in the above entitled action, and that the averments in his foregoing answer contained are true as he verily believes. JOHN D. ROCKEFELLER.

Sworn to before me by the said John D. Rockefeller and by him subscribed in my presence, this 11th day of September, A. D., 1897. H. O. JONES,
[NOTARIAL SEAL.] *Notary Public.*

436 And afterwards, to-wit, on April 7th, 1899, the following reply (No. 6) to answer was filed:

437 In the Court of Common Pleas of Cuyahoga County, Ohio.

No. 60101.

JAMES CORRIGAN, Plaintiff,
vs.
JOHN D. ROCKEFELLER, Defendant.

Reply to Answer.

The plaintiff, James Corrigan, now comes, and for reply to the answer of the defendant admits that the trust certificates issued by the defendant and other trustees of the Standard Oil Trust now amount to $97,000,000.00 par value, in shares of $100.00 each.

2. The plaintiff denies that on or about the 21st day of March, 1892, or at any other time, the said Trust Association was dissolved, or the Trust Agreement abrogated, and he denies that said trust agreement was at any time abrogated or dissolved.

3. The plaintiff denies each and every fact and statement contained in the following paragraph of the answer: "Since said March 21st, 1892, this defendant has been acting as one of the liquidating trustees of said trust, for the purpose of receiving such trust certificates as might from time to time be surrendered, and conveying the legal title to the various corporate stocks held by the said trustees in trust, to the persons entitled thereto, thus enabling them to obtain on demand from the various corporations issuing said stocks the certificates of stock to which they were severally entitled, as well as distributing among the holders of the unsurrendered certificates their proportion of the dividends from time to time received from the corporate stocks held as aforesaid. That all income received by the said trustees was thus distributed quarterly, and no surplus has been at any time, or is now, held by the liquidating trustees." And the plaintiff expressly denies that: "All the income received by the defendant and his associate trustees (by whatever name they
438 may be called) was distributed quarterly to the certificate holders," and that "no surplus has been at any time, or is now, held by the said so-called liquidating trustees." Upon the contrary, the plaintiff alleges that since March 21, 1892, a very large surplus has accumulated in the hands of the defendant and his associate trustees, which surplus, the plaintiff alleges, he is unable to state with absolute certainty, but from information and belief, he charges that such surplus, in 1895, exceeded the sum of $50,000,000.00, and that it has been very largely increased since 1895.

Wherefore, the plaintiff demands judgment as in the petition.

By BURKE & INGERSOLLS,
Attorneys for the Pl'ff.

THE STATE OF OHIO,
Cuyahoga County, ss:

James Corrigan, plaintiff, being duly sworn, says that he believes all the facts and statements contained in the foregoing reply to be true.

JAMES CORRIGAN.

Signed in my presence and sworn to by James Corrigan before me, this 6th day of June, 1898.

[NOTARIAL SEAL.] W. C. WHITEHEAD,
Notary Public.

439 *S. O. Trust Certificates.*

Certificate No.	1910	250	shares
" "	1912	250	"
" "	1913	250	"
" "	3256	60	"
" "	3453	40	"
" "	A1054	100	"
" "	A1055	100	"
" "	A1080	100	"
" "	A1081	100	"

Held as collateral by Citizens Savings & Loan Association, and after July 6th, 1893, by Mr. R.

Certificate No. A1059 ..... 100 shares.
" " A1060..... 100 "
" " A1061..... 100 "

Bought from Judge Burke, held by United States Trust Co. as collateral for $35,000.00 loan, then by J. D. R. as collateral for $110,000.00 loan, and sold to J. D. R. in May 1891 at $165.00 per share.

Certificate No. 1053..... 250 shares.
" " 1054..... 250 "
" " 1911..... 250 "

Held by J. D. R. as collateral for loan of $80,000.00.

Certificate No. 1051..... 250 shares.
" " 1052..... 250 "

Held by J. D. R. as collateral for loan of $45,000.00.

440 And afterwards, to-wit, on February 27th, 1899, the following deposition, (No. 8), taken at Columbus, Ohio, was filed:

441 *Depositions.*

The following testimony was taken at Columbus, Ohio, on February 27th, 1899 before The Special Master Commissioner, Allen T. Brinsmade.

Present: Virgil P. Kline, M. F. Elliott and L. F. Neal for Defendant.
Present: F. S. Monnett, E. B. Kinkead and S. W. Bennett for State.

GEORGE RICE, the first witness called, being first duly sworn testified as follows:

Examined by Mr. KINKEAD:

Q. You may state your name in full?
A. George Rice.
Q. Give your residence?
A. Marietta, Ohio.
Q. How long have you been a resident of that City?
A. 26 years.
Q. What has been your business during that time?
A. I have been a producer of oil since 1865 and a refiner since 1876 up to 1896. For about 20 years I was a refiner of oil. I shut down my refinery in May 1896.
Q. Did you commence producing oil when you first went to Marietta?
A. No, I commenced in Pennsylvania.
Q. Did you commence as soon as you went to Marietta?

A. Yes, sir. I had commenced in 1865 producing oil in West Virginia, and in Pennsylvania.

Q. You first commenced refining oil when?

A. About 1876.

Q. Where?

A. At Marietta, Ohio.

Q. And you continued it until when?

A. Until May 1896.

Q. Did you ever engage in transporting crude petroleum oils?

A. Yes I have laid a local pipe line of about 10 miles in length from Macksburgh.

Q. When did you lay your pipe line from Macksburgh?

A. The local pipe lines were laid along commencing from 1872 up to 1880 and 1885.

Q. Did you ever ship oil by any other means than by pipe lines?

A. Yes by tank cars and box cars.

Q. You shipped oil from the producing field to your refinery how?

A. By tank cars and in shipping out products we shipped them in box cars, also in tank cars.

Q. I will ask you to state whether or not you had any prac-
442 tical knowledge of the business of refining oils and what has been your experience in that branch?

Objected to by counsel for defendant on ground that it has nothing to do with the issues in the contempt case.

Objection overruled, and exceptions taken by the defendant.

A. Well I have had a practical knowledge so far as over-seeing the business and being with it and seeing to the general details, of course I had a manager, my son-in-law, but I was about and around most of the time looking after it and seeing to it.

Q. Do you know all of the processes and are you familiar with the process through which oil has to go from the rock to a refined condition?

A. Yes in a general way, the mode of refining as well as producing it.

Q. You have had that same knowledge since March 2, 1892 have you?

A. Yes, certainly.

Q. And you were engaged in producing refined oil since March 2, 1892 to May 1896?

A. Yes, sir.

Q. Can you state approximately about what the cost of shipping crude petroleum through pipe lines is since March 2, 1892?

Objection by counsel for defendant on ground of being irrelevant, incompetent and immaterial.

Objection overruled and exceptions taken by defendants.

A. Yes, I can.

Q. You may so state, giving the quantities and localities per mile.

Objection by counsel for the defendant on the ground of being incompetent, irrelevant and immaterial in the contempt case.

Objection overruled. Exceptions taken by defendants.

A. The cost of transportation through pipe lines of oil is so small as compared to the rate per barrel, that I cannot give it as to the mile, but take it on a general average of piping oil through local pipe lines in the general oil fields of the United States and it does not cost to exceed five cents per barrel. You can pipe oil for one hundred miles or five hundred miles at five cents a barrel, that is in large quantities. You can pipe it to Seaboard for five cents, you can pipe it from the oil regions in Ohio and Pennsylvania to Seaboard for five cents a barrel.

Counsel for defendant company thereupon made a motion to strike the answer from the record because it is absolutely outside of the issue in the case.

By the Special Master COMMISSIONER: The testimony is taken subject to being withdrawn, if the testimony given hereafter should appear to be incompetent. At present the Master does not see the object, but he supposes that the attorneys for the State intend to make the questions and answers pertinent to the issue in this case, so that until further testimony is taken this testimony will be admitted.

443 Q. I will ask you to state what has been the cost of refining crude petroleum each year as nearly as you can give it since March 2, 1892 to the present time in any or all of the Ohio fields.

Objection by counsel for defendant on the ground of being irrelevant, incompetent and immaterial.

Master made the same ruling as in the preceding question and answer.

A. In regard to the best class of crude oil it does not cost to exceed three-eight-s of a cent a gallon, and as to the inferior class, which has sulphur in it it may cost one-half a cent a gallon, and that has been the case from 1892 to the present time.

Thereupon the counsel for defendant company make a motion to strike the answer from the record.

By the MASTER: The motion will be taken under consideration until further questions are given.

Q. State what per cent. of refined oil and bi-products can be made from a barrel or any other given quantity of crude oil, or state as nearly as you can give it?

Objection by counsel for defendant on the ground of being incompetent, irrelevant and immaterial.

The same ruling was made by the Master as in the preceding question and answer.

A. About 80% of refined oil can be made, or produced from the best grade of crude, and I understand from the other grade from 40 to 50%, that is of the sulphur or poorer grade.

Q. What becomes of the 20%?

A. That is made in bi-products, naptha, gasoline and residuum.

Counsel for the defendant company thereupon made a motion to

strike the answer from the record on the ground of being irrelevant, immaterial and incompetent.

The same ruling was made by the Master as in the preceding questions and answers.

Q. What do you mean or what is comprehended in the term bi-products?

A. It is the first that comes off the distilation and the latter part, the residuum.

Q. State what the actual cost is, including all of the piping and other expenses from the Macksburgh field say to Marietta to your refinery of producing a gallon of oil?

Objection by counsel for defendant on the ground of being irrelevant, incompetent and immaterial.

By the MASTER: As I said before I cannot now see the pertinency of this question as well as other questions unless it shall appear to be competent by subsequent questions, and the motion as to this question and answer and those heretofore made will then be passed upon.

444 A. The only additional cost to the cost of manufacturing would be in transportation from Macksburgh to Marietta and if it was transported by pipe lines instead of by the cars the cost would be less; the rate for several years back has been 10 cents a barrel from Macksburgh to Marietta and it would not cost over three cents a barrel to pump it there.

Q. At what price can oils be sold in the markets of Ohio at to make a fair and reasonable profit, I mean Ohio oils at the present market price paid?

Objection by counsel for the defendant on the ground of being irrelevant, incompetent and immaterial.

Same ruling as to the preceding questions.

A. There are two grades of Ohio oils. I gave the cost of refining of both grades, and now the only thing to get at would be the cost of transportation. I have given you the cost of refining both grades of oil and now I can give you what I consider the costs of transportation in addition to that.

Q. My question calls for the price that oils can be sold at to make a reasonable profit?

A. That depends upon the cost of the crude, but if a person can make 25% profit over and above the actual cost of the crude and the transportation of it that would be a very nice profit.

Counsel for defendant thereupon made a motion to strike the above answer from the record on the ground that it was incompetent, irrelevant and immaterial.

The Master thereupon made the same ruling as to the preceding questions and answers.

Q. What price can oils be sold for in Ohio at retail in order to make a reasonable profit, based on the market price paid for crude oil in the Macksburgh fields in 1892?

Counsel for the defendant object to the question on the ground that it is irrelevant, immaterial and incompetent.

By the MASTER: I will permit him to answer it for the present.

A. Any where from three (3) cents to four (4) cents a gallon.

Q. State if you can, approximately the price at which oils have been sold for in Ohio at non-competitive points each year since March 2nd, 1892 by the defendant Company.

Objection by counsel for the defendant company on the ground that it is irrelevant, incompetent and immaterial.

By the MASTER: I will make the same ruling as I have heretofore, reserving the right to reject the same unless it should appear to the Master to be competent from subsequent questions.

A. Seven (7) and Eight (8) cents a gallon wholesale price.

Motion to strike the answer out by the counsel for the defendant company on the ground that the same is incompetent, irrelevant and immaterial.

445 By the MASTER: I will make the same ruling as I have made in the previous questions and answers.

Q. I am asking you for the retail price?

Objection by counsel for the defendant company on the ground that the same is irrelevant, immaterial and incompetent.

Same ruling by the Master Commissioner as above.

A. You mean at the stores: That is a different thing, I was giving you the whole-sale price. The retail prices run any where from 10 to 15 cents a gallon.

Thereupon Counsel for defendant company made a motion to strike the answer from the record, which motion was overruled by the Master Commissioner, to which the defendant excepted.

Q. What has been the market price of gasoline, retail and wholesale prices governing the same period as above, and what has been the cost of manufacturing the same.

Counsel for the defendant company objected to the question on the ground that the same was irrelevant, immaterial and incompetent.

By the MASTER: I will make the same ruling as before. To which the counsel for the defendant company excepted.

A. The cost of gasoline on an average probably would be I should say 50% higher. The cost of manufactury is not any higher.

Thereupon counsel for the defendant company made a motion to strike the answer from the records.

By the MASTER: I shall have to make the same ruling as above. To which ruling the counsel for the defendant excepted.

Q. The question calls for retail and wholesale prices?

Counsel for the defendant objected to the above question on the ground that the same is irrelevant, immaterial and incompetent.

By the MASTER: I will make the same ruling as in the above questions and answers.

To which ruling the counsel for the defendant excepted.

A. It would be based upon the same line that I had previously testified to, that they are about 50% higher in both cases.

Thereupon counsel for the defendant made a motion to strike the answer from the record.

By the MASTER: I will make the same ruling as I made to the former questions and answers, it will be permitted for the present.

To which ruling counsel for the defendant company excepted.

Q. Have you been familiar with the business or the methods of carrying on business by the Standard Oil Company of Ohio since March 2nd, 1892?

Objection by counsel for defendant company on the ground that the same is irrelevant, incompetent and immaterial.

By the MASTER: You may answer for the present.

To which the counsel for the defendant Company excepted.

446 A. What do you mean?

Q. I mean in the sale of oil, in the manufactury and sale of oils.

Thereupon the counsel for defendant company renewed their objections as being wholly irrelevant, incompetent and immaterial.

By the MASTER: You may answer the question for the present.

To which ruling counsel for defendant excepted.

A. I only know in a general way of their selling oils throughout the State and other States, and their general methods of doing business as far as the sale of oil is concerned. As to the manufactury, I do not know any thing about the manufactury, but they are probable similar to their other methods.

Thereupon counsel for defendant made a motion to strike the answer from the record on the ground that the same was irrelevant, incompetent and immaterial.

By the MASTER: I shall make the same ruling, the answer will be permitted for the present.

To which ruling counsel for the defendant excepted.

Q. I will ask you to state whether or not they have pursued the same methods or means of carrying on business since March 2, 1892, as prior to that time so far as the sale of oil is concerned, and has it made any efforts to thwart competition?

Thereupon counsel for defendant objected to the above question on the ground that the same was irrelevant, incompetent and immaterial.

By the SPECIAL MASTER: I do not think that question is competent.

(Thereupon the question was argued by both counsel for the State and counsel for the defendant company.)

Mr. KINKEAD: We expect the evidence to show, this and other

that has been and would be offered along the same line, but for the ruling of the Master Commissioner, that the same methods have been pursued by the defendant company in Ohio acting in conjunction with the Liquidating Trustees of the Standard Oil Trust, and all of the companies composing the Standard Oil Trust, that it has been the same since March 2, 1892, as it was prior to the decision of this court and prior to the alleged dissolution of the Standard Oil Trust, that the defendant company has pursued the same methods in various points and places in Ohio to drive out competition and maintain a monopoly in the sale of oils, just as they did prior to March 2, 1892.

By Mr. KLINE: I object to the statement being made part of the record in the case on the ground that they are wholly irrelevant, immaterial and incompetent.

By the MASTER: I will make the same ruling as above, and it will be admitted for the present.

Thereupon counsel for the defendant excepted to the ruling of the Master.

447 Q. State whether or not there has been any competition in the sale of oils at Marietta, Ohio, since March 2, 1892.

Objection by counsel for the defendant company on the ground that the same is leading, irrelevant, immaterial and incompetent.

By the MASTER: The objection is sustained.

Thereupon counsel for the State excepted to the ruling of the Master Commissioner.

Q. Have you any information or knowledge as to whether or not the defendant company has sustained a virtual monopoly in the business of manufacturing refined oils and dealing in oil and all its products in the State of Ohio in conjunction with the other nineteen companies composing the Standard Oil Trust?

Counsel for the defendant company objected to the question on the ground that the same was irrelevant, immaterial and incompetent.

By the MASTER: I overule the objection.

Counsel for the defendant company thereupon excepted to the ruling of the Master.

A. It had a decided monopoly.

Counsel for the defendant objected to the answer and asked that the same be stricken from the record.

By the MASTER: The motion is overruled.

Counsel for the defendant company thereupon excepted to the ruling of the Master.

Q. State what your knowledge and information has been in a general way.

Counsel for the defendant company objected on the ground that the question called for hearsay, and that it was incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant company thereupon excepted to the ruling of the Master.

A. By general experience in selling oils throughout the State and in the various States of the union and in refining oil and transporting oil.

Thereupon counsel for the defendant made a motion to strike the answer from the record, which motion was overruled. Counsel for the defendant thereupon excepted to the ruling of the Master.

Q. State what has been your own knowledge from your experience with reference to this same matter in the sale of refined oils in competition with the Standard Oil Company since March, 1892?

Counsel for the defendant objected to the question on the ground that the same was irrelevant, incompetent and immaterial.

By the MASTER: The same will be admitted for the present.

Counsel for the defendant excepted to the ruling of the Master.

A. It is almost impossible to sell oil in competition with the Standard Oil Company or the Standard Oil Trust and make any
448 money at it. I found that to be a fact. When I sent any cars of oil to any part of the United States they jumped down on it and cut the price away below what my customers paid for it, but that was only temporarily for the time being, and as soon as the cars were out of the way, then the price was restored back to the original price. If I would go into a town and make up an order for five or ten barrels from several customers in order to make up a car load they would hear of it and go into the town and threaten my customers and prevent them from carrying out or fulfilling their agreement or these written orders, and I would receive telegrams and letters countermanding the orders that had been taken down in writing on account of the threats and intimidations made. That has been my general experience in selling oil in the United States.

Thereupon the counsel for defendant objected to the entire answer because it was hearsay, statements by others and also on the ground that it was wholly irrelevant, incompetent and immaterial.

By the MASTER: The answer is not proper as it appears to be by hearsay. I do not think the answer is competent and I order the same stricken from the record.

Thereupon exceptions were taken to the ruling of the Master by the Attorneys for the State.

Q. State whether or not you have any knowledge of a meeting of the certificate holders of the Standard Oil Trust in New York City on or about March, 1892?

A. Yes, sir; I know of such a meeting.

Q. I will ask you to state whether or not you were present at that time?

A. I attempted to be present at the meeting, but was ruled out.

Q. Did you receive any notice of the meeting?

A. There was a public notice to certificate holders and I attempted to attend.

Q. Why did you attend?
A. Because I saw a notice and was a Trust certificate holder.
Q. When was that certificate issued to you?
A. In October, 1892.
Q. You may state just what occurred there, whether you got in the meeting or did not get in.

Objection by counsel for the defendant on the ground that the same is incompetent and irrelevant.
By the MASTER: The objection is overruled.
Counsel for the defendant thereupon excepted to the ruling of the Master.

A. No, I was not allowed in.

Counsel for the defendant thereupon objected to the answer of the witness.
By the MASTER: The objection is overruled.
To which ruling counsel for defendant excepted.

Q. I will ask you to state whether you ever took any steps to convey that trust certificate into corporate stock?
A. Not that particular certificate.
449 Q. Do you own any other certificates?
A. Yes, sir.
Q. State what other certificate or certificates you own.
A. I came in possession of two one-share certificates called Assignment of Legal Title, and one of those I now hold and the other was cut up into corporate fractional scrip.
Q. State whether or not you or any one for you had any correspondence with any of the officials of the Standard Oil Trust towards the liquidation of these certificates into corporate stock?
A. Yes, sir.
Q. You may state just in what manner that correspondence was conducted, by whom, whether in your own name or in the name of some other person for you.

Counsel for defendant objected to the question on the ground that the same was incompetent, irrelevant and immaterial. And that the correspondence will speak for itself.
By the MASTER: The objection is overruled.
Counsel for defendant thereupon excepted to the ruling of the Master.

A. The correspondence was conducted by Harwood R. Pool in the name of J. L. Kemper.
Q. Were they or were they not acting for you, both Mr. Pool and Mr. Kemper, and under your direction?

Objection by counsel for defendant on the ground that the same is irrelevant and incompetent.
By the MASTER: The objection is overruled.
Counsel for defendant thereupon excepted to the ruling of the Master.

A. They were acting for me.

Q. I will ask you to state who directed the writing of any letters to the officials of the Standard Oil Trust.

Objection by counsel for defendant on the ground that the same is irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. I did.

Q. Can you state when the first letter was written?

A. I think it was in October, 1895.

Q. Do you know where the first letter is, have you ever seen it?

A. Yes, I have seen all of the correspondence.

Q. Can you state where it was sent to and to whom it was sent?

Objection by counsel for the defendant on the ground that the letter itself is the best evidence.

By the MASTER: Objection overruled.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. I think it was directed to S. C. T. Dodd, Solicitor of the Standard Oil Trust.

Mr. KINKEAD: Under the Statutes of Ohio we now demand of the defendants the original letter.

450 Mr. KLINE: This is the first intimation the attorneys for the defendants have ever had of any such letter to Mr. Dodd.

Q. I will now ask you if you have a copy of this letter?

A. Yes, sir.

Q. I will ask you to state whether that is a copy of the letter? (Hands witness copy of letter.)

Objection by counsel for the defendant on the ground that it is incompetent and irrelevant.

By the MASTER: Objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. This is a copy.

Mr. KINKEAD: We now offer the copy of this letter in evidence.

Mr. KLINE: We object to the introduction of that copy.

By the MASTER: The objection is sustained.

Thereupon counsel for the State excepted to the ruling of the Master.

Q. Did you get an acknowledgment of this letter?

Objection by counsel for defendant.

By the MASTER: Objection overruled.

Exceptions taken by counsel for defendant to the ruling of the Master.

A. There were several answers received in response to letters sent.

Q. I will ask you to state what the general purpose was of this

correspondence which was conducted by Mr. Kemper, for you, with the officials of the Standard Oil Trust?

Objection by counsel for the defendant on the ground that the same is incompetent and irrelevant.

By the MASTER: The objection is sustained.

To which ruling the counsel for the State excepted.

Q. State whether or not you ever made a request or demand of the trustees of the Standard Oil Trust for the liquidation of your trust certificates into corporate stock of the various constituent companies.

Mr. KLINE: I object to that, and I would like to inquire whether that was in writing or not.

By the MASTER: I overrule the objection.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. Yes, sir.

Q. State whether that request was made in writing?

A. It was made in writing.

Q. I will ask you to produce any correspondence or replys that were made by the officials of the Standard Oil Trust to that demand.

Mr. KLINE: We do not object to the introduction of these letters because the ones in which they are replys to are not here, but because they are incompetent.

By the MASTER: I do not see any objection to their going in.

451 And thereupon the counsel for defendant excepted to the ruling of the Master.

Thereupon the letters referred to above were offered in evidence and marked Exhibit "A". Said letters are to be copied in the record and are as follows:

Standard Oil Company.

S. C. T. Dodd, Solicitor.

26 BROADWAY, NEW YORK, *Dec.* 23, 1895.

I. F. Kemper.

DEAR SIR: Your letter of the 17th inst., to John D. Rockefeller and others has been placed in my hands.

I think your reference to my statement to you is based on a misconception. When you called on me about December 1st I told you that the matter of making the transfer had been delayed, at my request, until I could see and explain our desire and not ask transfers on the assignment of a single share of trust stock, since such a policy would require scrip for multitude of almost infinitesimal fractions of corporate shares, and some of the corporations objected to this very seriously. We have had no difficulty heretofore, in obviating this by purchasing, if necessary, certificates calling only for one share or a few shares and uniting until sufficient are held by one party to call for the issue of full corporate shares.

When you called on me a few days later, I told you if you insiste transfer of even one share would be made, but that in order to a complish it, we would have to correspond with our companies, i cluding one abroad, and arrange a plan. Our English compan claims that under the law it cannot divide up its shares, but I hav no doubt we will be able to arrange to have issued a legal acknow edgment of the very minute fractional interest which will be du to you. I can only repeat, however, that we are not able to definitel fix the time. Some of our corporate books are now closed on accoun of payment of dividends.

Yours truly,
(Signed) S. C. T. DODD.

Standard Oil Company.

M. F. Elliott, Attorney.

JULY 17, 1896.

Harwood Pool, Esq.

DEAR SIR: Your letter of the 15th inst. asking for certain informa tion on behalf of Mr. J. L. Kemper received. As I am here tempo rarily during Mr. Dodd's absence I prefer to refer your letter to him I expect him at the office in a few days and will then call his at tention to your request.

Yours truly,
(Signed) M. F. ELLIOTT.

Received July 18, 1896. Posted 1896.

452 Standard Oil Company.

S. C. T. Dodd, Solicitor.

26 BROADWAY, NEW YORK, *Aug.* 14, 1896.

Mr. Harwood R. Pool, 63 Cedar St., City.

DEAR SIR: Yours of the 14th at hand. Mr. Dodd has been away on his vacation during July and August, and, consequently, the matter could not have been brought to his attention. He will be back some time in September, when his attention will be called to your letter.

Yours truly,
S. C. T. DODD,
By W. R. SQUIRE, *Att'y.*

Received August 15, 1896. Posted 1896.

Standard Oil Company.

S. C. T. Dodd, Solicitor.

26 BROADWAY, NEW YORK, *Jan.* 20, 1896.

J. I. Kemper.

DEAR SIR: The matter of preparing to issue scrip for fractional shares is progressing as rapidly as possible. The forms are agreed

upon by the various companies and are now in the engravers and printers hands.

Yours truly,
(Signed) S. C. T. DODD.

Received Jan. 22, 1896.

Standard Oil Company.

S. C. T. Dodd, Solicitor.

26 BROADWAY, NEW YORK, *March* 30, 1896.

J. F. Kemper, 140 West 22nd St., City.

DEAR SIR: On my return from three weeks absence in Florida, I find your letter of the 17th inst. I supposed the certificates were long ago ready for delivery, but on examination this morning I find that three certificates have not been properly executed. They will be attended to at once, and will be ready for delivery to you on Monday next.

Yours truly,
(Signed) S. C. T. DODD.

Received March 31, 1896.

Standard Oil Company.

S. C. T. Dodd, Solicitor.

26 BROADWAY, NEW YORK, *Aug.* 14, 1896.

Mr. Harwood R. Pool, 63 Cedar St., City.

DEAR SIR: Yours of the 14th at hand. Mr. Dodd has been away on his vacation during July and August, and consequently, the matter could not be brought to his attention. He will be back some time in September, when his attention will be called to your letter.

Yours truly,
S. C. T. DODD,
By W. R. SQUIRE, *Att'y.*

Received Aug. 15, 1896. Posted 1896.

453 Standard Oil Company.

S. C. T. Dodd, Solicitor.

26 BROADWAY, NEW YORK, *Sept.* 26, 1896.

Posted 1896.

Harwood R. Pool, 62 Cedar St., City.

DEAR SIR: Referring to yours of the 25th inst., I do not know any gentleman by the name of Follett, and do not know to whom you refer. The letters you speak of I have not found in my corre-

spondence, and if the subject refers to me, I will have to ask you to write fully in relation to it.

Yours truly, S. C. T. DODD.

Received September 28, 1896. Ans. 9-29-'96.

Standard Oil Company.

S. C. T. Dodd.

26 BROADWAY, NEW YORK, *Sept.* 30, 1896.

Harwood R. Pool, Solicitor, 62 Cedar St., City.

DEAR SIR: I am in receipt of yours of the 29th inst., with enclosures. I am sorry that my prolonged absence has caused any apparent discourtesy to you. None such was intended. It must be apparent to you, however, that the Solicitor of a Company is not the proper party to apply for the information you seek. I am not in possession of any reports, statement or by-laws of the company, and cannot undertake to hunt them up and make copies of them. I am too busy with the affairs which pertain to my department.

Yours truly,

(Signed) S. C. T. DODD.

Counsel thereupon made a motion to strike the same from the record on the ground that the same were irrelevant and incompetent but not upon the ground however that the letters which they are replies to are not offered or reproduced.

Q. I will ask you to state how long a time intervened from the first request or demand which you made for corporate stock in lieu of your original trust certificate until you actually received the corporate stock or scrip?

Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: The objection is sustained.

To which ruling the attorneys for the State excepted.

Q. Did the Trustees for the Standard Oil Trust or any attorney or agent give any reasons for the delay in securing the conversion of your trust certificate into corporate stock?

454 Counsel for the defendant thereupon objected to the question on the ground that the same is incompetent, irrelevant and immaterial.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. They did give reasons.

Q. I will ask you to state whether or not the letters which you have produced state all the reasons which were given for the delay?

Counsel for the defendant objected to the question on the ground that the same was irrelevant, incompetent and immaterial.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. They did.

A. I will ask you whether you have in your possession the corporate stock which you received in lieu of your trust certificate?

A. I have.

Q. Will you produce them?

A. Yes, sir.

Mr. KINKEAD: We herewith produce the same and offer it in evidence.

It is agreed by counsel that copies of these original corporate stock scrip may be made part of the record in lieu of the originals.

The following are copies of said corporate scrip or stock:

No. S 18.	Incorporated under the laws	Whole Shares
50,000	of the State of Pennsylvania.	$100 each.

972,500
of one share.

The Atlantic Refining Company.

This certifies that J. L. Kemper is the owner of Fifty Thousand 972,500ths of one share of stock in The Atlantic Refining Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional scrip to entitle him to one full share.

Witness the corporate seal of said Company attested by the signatures of its President and Treasurer at Philadelphia, Pennsylvania, this 17th day of March, 1896.

JAMES McGEE, *President.*

C. E. BUSHMER, *Treasurer.*

455 [On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500th- of one share of the Capital Stock represented by the within Certificate of Scrip and do hereby irrevocably constitute and appoint ..... as attorney to transfer the said Scrip on the books of the within named company with full power to substitute in the premises.

(Signed) J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement or any change whatever.

No. S. 18 | Incorporated under the laws | Whole Shares
10,000 | of the State of Kentucky. | $100 each.

972,500
of one share.

Standard Oil Company.

This certifies that J. L. Kemper is the owner of Ten Thousand 972,500ths of one share of stock in the Standard Oil Company. The holder or assignee of this Scrip will be entitled to a certificate of Stock and to have his name entered on the corporate books as a stockholder on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company attested by the seal of its President and Secretary at Louisville, Kentucky, this 17th day of March, 1896.

[SEAL.] ALEX. McDONALD, *President.*

L. H. RAND, *Secretary.*

[On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

456

No. S. 17. | Incorporated under the laws | Whole Shares
200,000 | of the State of Ohio. | $50 each.

972,500
of one share.

The Buckeye Pipe Line Company.

This certifies that J. L. Kemper is the owner of Two Hundred Thousand 972,500ths of one share of stock in The Buckeye Pipe Line Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signature of its President and Treasurer at Lima, Ohio, this 17th day of March, 1896.

H. McSWEENEY, *Secretary.*
C. N. PAYNE,
2nd Vice-President.

J. R. CAMPBELL, *Treasurer.*

[On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 16	Incorporated under the laws	Whole Shares
50,000	of the State of New York.	$100 each.

972,500
of one share.

New York Transit Company.

This certifies that J. L. Kemper is the owner of Fifty Thousand 972,500ths of one share of stock in the New York Transit Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary at New York City, this 17th day of March, 1896.

[SEAL.] H. H. RODGERS, *President.*

JOHN BUSHNELL, *Secretary.*

457 [On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said

Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 11 509,104	Incorporated under the laws of the State of Pennsylvania.	Whole Shares $50 each.

972,500
of one share.

National Transit Company.

This certifies that J. L. Kemper is the owner of Five Hundred Nine Thousand One Hundred and Four 972,500ths of one share of stock in the National Transit Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer at Philadelphia, Pa., this 20th day of February, 1896.

[SEAL.] H. H. RODGERS, *President.*

GEO. W. COLTON, *Treasurer.*

[On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

458

No. S. 18 | Incorporated under the laws | Whole Shares
5,000 | of the State of Ohio. | $100 each.

972,500
of one share.

The Solar Refining Company.

This certifies that J. L. Kemper is the owner of Five Thousand 972,500ths of one share of stock in The Solar Refining Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock and to have his name entered on the corporate books as a stockholder on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signature of its President and Secretary at Lima, Ohio, this 2d day of April, 1896.

[SEAL.] JNO. D. ARCHIBOLD, *President.*

H. BORGES, *Secretary.*

[On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17 | Incorporated under the laws | Whole Shares
32,785 | of the State of Ohio. | $60 each.

972,500
of one share.

The Northwestern Ohio Natural Gas Company.

This certifies that J. L. Kemper is the owner of Thirty-two Thousand Seven Hundred Eighty-five 972,500ths of one share of stock in The Northwestern Ohio Natural Gas Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder on

presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said Company, attested by the signature of its President and Secretary, at Fostoria, Ohio, this 17th day of March, 1896.

C. N. PAYNE,
Vice-President.

GEO. W. COLTON, *Secretary.*

459 [On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 16	Incorporated under the Laws	Whole Shares
35,000	of the State of New Jersey.	$100 each.

972,500
of one share.

Union Tank Line Company.

This certifies that J. L. Kemper is the owner of Thirty-Five Thousand 972,500ths of one share of stock in the Union Tank Line Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signature of its President and Secretary, at Bayonne, N. J., this 31st day of March, 1896.

[SEAL.] W. H. TILFORD, *President.*

H. R. PAYNE, *Secretary.*

[On the Reverse Side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock rep-

resented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

460

No. S. 17.	Incorporated under the Laws	Whole Shares
20,000	of the State of Indiana.	$50 each.

972,500
of one share.

Indiana Pipe Line Company.

This certifies that J. L. Kemper is the owner of Twenty Thousand 972,500ths of one share of stock in the Indiana Pipe Line Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary, at Whiting, Indiana, this 19th day of March, 1896.

[SEAL.] H. H. RODGERS, *President.*

JOHN BUSHNELL, *Secretary.*

[On the Reverse Side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17. 50,000 — Incorporated under the Laws of the State of West Virginia. — Whole Shares $100 each.

972,500 of one share.

The Eureka Pipe Line Company.

This certifies that J. L. Kemper is the owner of Fifty Thousand 972,500ths of one share of stock in the Eureka Pipe Line Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer, at Oil City, this 17th day of March, 1896.

[SEAL.]

J. R. CAMPBELL, *Treasurer.*
H. McSWEENEY, *Secretary.*

C. N. PAYNE,
2d Vice-President.

461 [On the Reverse Side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17. 55,000 — Incorporated under the Laws of the State of Pennsylvania. — Whole Shares $100 each.

972,500 of one share.

Forest Oil Company.

This certifies that J. L. Kemper is the owner of Fifty-Five Thousand 972,500ths of one share of the stock in the Forest Oil Company. The holder or assignee of this Scrip will be entitled to a certificate of Stock, and to have his name entered upon the corporate books as a

stockholder, on presentation of sufficient fractional Scrip to entitle him to a full share.

Witness the corporate seal of said company, attested by the signature of its President and Treasurer, at Oil City, Pa., this 17th day of March, 1896.

[SEAL.] (Signed) JNO. D. ARCHBOLD, *President.*

W. J. YOUNG, *Treasurer.*

[On the Reverse Side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

462

No. S. 17.	Incorporated under the Laws	Whole Shares
50,000	of the State of Pennsylvania.	$100 each.
972,500		

Southern Pipe Line Company.

This certifies that J. L. Kemper is the owner of Fifty Thousand 972,500ths of one share of stock of the Southern Pipe Line Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer, at Oil City, this 17th day of March, 1896.

[SEAL.] H. H. RODGERS, *President.*

GEO. W. COLTON, *Treasurer.*

[On the Reverse Side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably

constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of

HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17.	Incorporated under the Laws	Whole Shares
10,000	of the State of Pennsylvania.	$100 each.

972,500
of one share.

Northern Pipe Line Company.

This certifies that J. L. Kemper is the owner of Ten Thousand 972,500ths of one share of stock in the Northern Pipe Line Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer, at Oil City, Pa., this 17th day of March, 1896.

[SEAL.] H. H. RODGERS, *President.*

GEO. W. COLTON, *Treasurer.*

463 [On the Reverse Side.]

For value received.....hereby sell, assign and transfer unto.....972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint.....attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated.....

In the presence of

HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17. Incorporated under the Laws Whole Shares
80,000 of the State of Ohio. $100 each.

972,500
of one share.

The Ohio Oil Company.

This certifies that J. L. Kemper is the owner of Eighty Thousand 972,500ths of one share of stock in The Ohio Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer, at Lima, Ohio, this 17th day of March, 1896.

[SEAL.]

H. McSWEENEY, *Secretary.*
F. S. BATES, *Treasurer.*

WM. F. CUNING,
1st Vice-President.

[On the Reverse Side.]

For value received.....hereby sell, assign and transfer unto.....972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint.....attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated.....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

464

No. S. 18. Incorporated under the Laws Whole shares
100,000 of the State of New Jersey. $100 each.

972,500
of one share.

Standard Oil Company.

This certifies that J. L. Kemper is the owned of One Hundred Thousand 972,500ths of one share of stock in The Standard Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate

books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to a full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary, at Bayonne, N. J., this 17th day of March, 1896.

[SEAL.] J. H. ALEXANDER,
2d Vice-President.

A. H. BRAINARD,
Ass't Secretary.

[On the Reverse Side.]

For value received.....hereby sell, assign and transfer unto.....972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint.....attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated.....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17.	Incorporated under the Laws	Whole Shares
35,000	of the State of Ohio.	$100 each.
972,500		
of one share.		

Standard Oil Company.

This certifies that J. L. Kemper is the owner of Thirty-five Thousand 972,500ths of one share of stock in the Standard Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary, at Cleveland, Ohio, this 2d day of April, 1896.

[SEAL.] JOHN D. ROCKEFELLER, *President.*

F. B. SQUIRE, *Secretary.*

465 [On the Reverse Side.]

For value received.....hereby sell, assign and transfer unto.....972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably

constitute and appoint.....attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated.....

In the presence of

HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 17. Incorporated under the Laws Whole Shares
25,000 of the State of Pennsylvania. $100 each.

972,500
of one share.

South Penn Oil Company.

This certifies that J. L. Kemper is the owner of Twenty-five Thousand 972,500ths of one share of stock in the South Penn Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer, at Oil City, Pa., this 17th day of March, 1896.

[SEAL.]

N. F. CLARK,
Vice-President.

F. S. BATES, *Treasurer.*

[On the Reverse Side.]

For value received.....hereby sell, assign and transfer unto.....972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint.....attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated.....

In the presence of

HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

466

No. S. 17 — Incorporated under the Laws — Whole Shares
25,000 — of the State of Pennsylvania. — $100 each.

972,500
of one share.

South Penn Oil Company.

This certifies that J. L. Kemper is the owner of Twenty-five Thousand 972,500ths of one share of stock in the South Penn Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered upon the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to a full share.

Witness the corporate seal of said company, attested by the signatures of its President and Treasurer, at Oil City, Pa., this 17th day of March, 1896.

[SEAL.]

N. F. CLARK,
Vice-President.

F. S. BATES, *Treasurer.*

[On the Reverse Side.]

For value received.....hereby sell, assign and transfer unto.....972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint.....attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated.....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 18 — Incorporated under the Laws — Whole Shares
70,000 — of the State of New York. — $100 each.

972,500
of one share.

Standard Oil Company of New York.

This certifies that J. L. Kemper is the owner of Seventy Thousand 972,500ths of one share of stock in the Standard Oil Company of New York. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate

books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary, at the City of New York, this 17th day of March, 1896.

[SEAL.] WM. ROCKEFELLER, *President.*

A. H. BRAINARD,
Ass't Secretary.

467 [On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

No. S. 18	Incorporated under the laws	Whole Shares
10,000	of the State of Indiana.	$100 each.

972,500
of one share.

Standard Oil Company.

This certifies that J. L. Kemper is the owner of Ten Thousand 972,500ths of one share of stock in the Standard Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of Stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to a full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary, at Whiting, Ind., this 17th day of March, 1896.

[SEAL.] W. H. TILFORD, *President.*

G. W. SIAHL,
Ass't Secretary.

[On the reverse side.]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock rep-

resented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named company with full power of substitution in the premises.

J. L. KEMPER.

Dated .....

In the presence of
HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

468 This certifies that J. L. Kemper has surrendered an assignment of legal title of one share of interest in the Standard Oil Trust, and is entitled by reason thereof to 26,000-972,500 of one share of stock in the Anglo-American Oil Company, Limited, and is hereby guaranteed that said company will deliver a certificate for one share of stock to J. L. Kemper, or his assignees, on a presentation of certificates of ownership of fractional interests sufficient to entitle the owner thereof to one full share of stock in said company.

Trustee to Liquidate

STANDARD OIL TRUST,
By WM. ROCKEFELLER,
Attorney in Fact.

[Following on separate sheet.]

For value received, I hereby sell, assign and set over unto ..... all my right, title and interest in a certain certificate issued by the Trustees to Liquidate the Standard Oil Trust, under date of April 6th, 1896, calling for 26,000-972,500 of one share of stock in the Anglo-American Oil Company, Limited.

(Signed) J. L. KEMPER.

Witness,
HARWOOD R. POOL.

Thereupon the hearing was adjourned until 7:30 o'clock P. M.

Pursuant to adjournment, parties met and the hearing was resumed at 7:30 o'clock.

Q. I will ask you to state how many trust certificates you had which you converted into this corporate stock or scrip?

A. One share.

Q. I will ask you to state whether you received corporate scrip in all of the 20 companies composing the Standard Oil Trust?

A. All but one.

Q. What one was that?

A. The Anglo-American Company of London.

Q. Why didn't you get scrip in that company?

A. Because they said they did not divide up, they could not divide up into fractional shares.

469 Q. I will ask you how many original trust certificates a person must hold or own in order to become a one-share stockholder in each of the 20 constituent companies.

Counsel for the defendant objected to the question on the ground that it was a mere matter of calculation.

By the MASTER: The objection is overruled.

Counsel for defendant excepted to the ruling of the Master.

A. It takes 195 shares.

Q. What are 195 shares of Standard Oil Trust Certificates worth now upon the market in New York?

A. The market price now is $490 the last I heard.

Q. I will ask you to state whether or not there are any dividends paid upon the fractional scrip which you hold?

A. None whatever.

Q. I will ask you to state how many dividends the liquidating trustees have paid since March 21, 1892

Counsel for the defendant object to the question on the ground that it is calling for that which has been given in the record in detail.

By the MASTER: The objection is overruled.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. They paid 150 per cent. in dividends since March 21, 1892, with the declaratory dividend for March, 1899, amounting to $153,350,550.00. They paid 28 quarterly dividends of 3 per cent. which would be 84 per cent. They paid 66 per cent. in specials with the declaratory dividends of March, 1899, that is not paid yet, but I suppose it will be.

Q. State whether or not you have any knowledge as to whether or not any of the companies composing the Standard Oil Trust have since March 2, 1892, increased their capitalization?

Counsel for the defendant objected to the question on the ground that the same is irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant excepted to the ruling of the Master.

A. Certainly I have knowledge of it.

Q. State whether or not any of the companies have increased their capitalization and what companies, and the amounts which they have been increased.

Counsel for the defendant objected to the question on the ground that it was purely a matter of record.

By the MASTER: Objection overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. There has been an increase in several of the corporations since March 2, 1892.

Q. Have you anything to refresh your recollection on that?

A. I have a memorandum here.

Q. You may give that.

470 Objection by counsel for the defendant on the ground that it is calling for matters of record and he cannot testify to them.

By the MASTER: If it is a matter of record it would be incompetent for you to testify.

Mr. KINKEAD: We will produce the record evidence.

Q. Have you any records in your possession, certificates or otherwise, showing the increase of capitalization of these various companies composing the Standard Oil Trust?

A. I have.

Q. Will you produce them?

A. I will.

By Mr. KINKEAD: We now offer in evidence the certificates from the Secretary of State of the incorporation of the Buckeye Pipe Line Company and also certificate showing increase of capitalization. Said certificates are marked as follows: Exhibits 23, 24, 25, 26 and 27.

Q. I will ask you to state whether you have any knowledge as to the increase of the capital stock of any of the other corporations belonging to the Standard Oil Trust?

Objection by counsel for the defendant on the ground that the same is incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant excepted to the ruling of the Master.

A. I have knowledge.

Q. I will ask you to state what corporations composing the Standard Oil Trust have, since March 2, 1892, increased their capital stock? State from your own knowledge.

Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: Objection overruled.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. April 1, 1892, the Standard Oil Company increased their capital stock from $600,000 to $1,000,000, $400,000 increase.

April 9, 1892, the Standard Oil Company of New York increased their capital stock from $5,000,000 to $7,000,000 to $2,000,000 increase.

April 14, 1892, the Standard Oil Company of Indiana increased their capital stock from $500,000 to $1,000,000, $500,000 increase.

April 14, 1892, the Indiana Pipe Line Company $500,000 to $1,000,000, increase $500,000.

May 25, 1892, Atlantic Refining Company, Pennsylvania, from $400,000 to $5,000,000, increase $4,600,000.

Mr. KLINE: I will ask you if you did not derive that information with regard to the increase of the capital stock of the various companies whose names you have just given, with the exception of the Standard Oil Company of Kentucky, from correspondence with the Secretary of State and other officials.

Counsel for the State objected to the question.

By the MASTER: The objection is overruled.

471 A. Yes, I derived that knowledge from correspondence with the Secretary of State and other officials.

Q. That was contained in evidence already procured here?

A. Yes, sir.

Mr. KLINE: Then I ask that it be stricken from the record.

By the MASTER: This evidence that has been given by the witness in regard to the increase of the capitalization of stock in the various companies other than the Standard Oil Company of Kentucky is ruled out for the reasons stated by the witness, that his information in regard thereto is received by him through communications from the Secretary of State and other officials.

Thereupon counsel for the State excepted to the ruling of the Master.

Q. I will ask you to state, Mr. Rice, whether or not the Liquidating Trustees so called have paid any dividends on the outstanding trust certificates since March 2, 1892?

Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. They have.

Q. State whether or not you have any trust certificates of the Standard Oil Trust in your possession.

Objected by counsel for the defendant on the ground that the same is incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. I have.

Q. Can you produce them?

A. I can.

It is hereby stipulated that the testimony offered in the case of the State of Ohio ex rel. F. S. Monnett, Attorney-General vs. The Buckeye Pipe Line Company, in the hearing before the Notary this afternoon as given by Mr. Rice in reference to the Standard Oil Trust certificates, the Standard Oil Trust liquidating certificates, the notices and resolutions declaring the respective dividends and the various checks offered in payment of these dividends on the Standard Oil stock certificate and the liquidating trust certificates may be transcribed from the Buckeye Pipe Line Company evidence

into this record and be used for all purposes, so far as the same is competent, the same as if the original had been introduced in this case.

The following are copies of the papers which were introduced in the case of the State of Ohio ex rel. F. S. Monnett vs. The Buckeye Pipe Line Company:

472 26 Broadway.

NEW YORK, *December 15th*, 1898.

At a meeting of the Liquidating Trustees of Standard Oil Trust, held November 3d, 1898, the following resolution was adopted:

"*Resolved*, That there be divided from the income of the stocks still remaining in the hands of the Liquidating Trustees, a sum equal to three dollars ($3) upon each share of said Trust; also a further special sum equal to four dollars ($4) upon each share of said Trust, payable on and after Dec. 15th, and that the Transfer Books be closed from 3 P. M., Nov. 16th, to 10 A. M., Dec. 16th, 1898."

Enclosed please find check on National City Bank of New York for your portion of the distribution, in accordance with the above resolution.

No acknowledgment is necessary.

WM. T. WARDWELL,
Ass't Treasurer.

No. A B 401. NEW YORK, *Dec. 15th*, 1898.

National City Bank.

Pay to the order of Chas. E. Bower Seven Dollars.
TRUSTEES TO LIQUIDATE THE STANDARD OIL TRUST,
By H. M. FLAGLER, *Treasurer.*

$7.00

26 Broadway.

NEW YORK, *December 15th*, 1898.

At a meeting of the Liquidating Trustees of Standard Oil Trust, held November 3d, 1898, the following resolution was adopted:

"*Resolved*, That there be divided from the income of the stocks still remaining in the hands of the Liquidating Trustees, a sum equal to three dollars ($3) upon each share of said Trust; also a further special sum equal to four dollars ($4) upon each share of said Trust, payable on and after Dec. 15th, and that the Transfer Books be closed from 3 P. M., Nov. 16th, to 10 A. M., Dec. 16th, 1898."

Enclosed please find check on National City Bank of New York for your proportion of the distribution, in accordance with the above resolution.

No acknowledgment.

WM. T. WARDWELL,
Ass't Treasurer.

No. A B 2523. NEW YORK, *Dec. 15th*, 1898.

National City Bank.

Pay to the order of Geo. Rice Forty-two Dollars.
TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. M. FLAGLER, *Treasurer*.

$42.00

473 26 Broadway.

NEW YORK, *November 3d*, 1898.

At a meeting of the Liquidating Trustees of Standard Oil Trust, held November 3d, 1898, the following resolution was adopted:

"*Resolved*, That there be divided from the income of the stocks remaining in the hands of the Liquidating Trustees, a sum equal to three dollars ($3) upon each share of said Trust; also a further special sum equal to four dollars ($4) upon each share of said Trust, payable on and after December 15th, and that the Transfer Books be closed from 3 P. M., Nov. 16th, to 10 A. M., Dec. 16th, 1898."

A check for the amount payable to you by the terms of said resolution will be mailed to your address, unless we are otherwise instructed, or a special order is on file at this office.

Please notify the Secretary, *not later than Dec. 10th, of any* change of address, and send any instructions in regard to payment to Wm. T. Wardell, Ass't Treas., as early as possible.

Very respectfully,

H. M. FLAGLER, *Secretary*.

Assignment of Legal Title.

Number A 4849.

"To stocks heretofore represented by one share.

"STANDARD OIL TRUST."

"Whereas, Charles E. Brower is the owner of the equitable title to 1-972,500 of the amount of corporate stocks held by the Trustees of the Standard Oil Trust in each of the several corporations whose stocks were held by said Trust on the first day of July, A. D. 1892, which equitable ownership was represented by one share of Standard Oil Trust surrendered for cancellation. *Now we*, the trustees in whose names the legal title to said stock stands, do hereby assign and transfer to Charles E. Brower and his assigns the legal title to the aforesaid amount of said stocks, and authorize the proper officers of the several corporations to transfer upon their books and to issue corporate certificates for the required amount of their respective capital stocks, upon presentation and cancellation of this assignment.

The several corporations will issue stock certificates for whole shares and scrip for fractions of shares, and upon presentation of fractional share scrip sufficient for the purpose, certificates for whole shares will be issued. When transfer of stock upon the corporate

books is desired by virtue of this assignment it must be placed in the hands of an attorney in fact both for the assignee and the undersigned *Trustees,* and said attorney shall first obtain the proper certificates and scrip from all the several companies, and
474 shall thereupon deliver the certificates to the Trustees and the stock certificates and scrip to the party or parties entitled thereto.

JOHN D. ROCKEFELLER,
HENRY M. FLAGLER,
BENJAMINE BREWSTER,
WESLEY H. TILFORD,
WILLIAM ROCKEFELLER,
JOHN D. ARCHBOLD,
HENRY M. ROGERS,
Trustees.

H. M. FLAGLER, *Secretary.*"

New York, Aug. 20, 1895.

W. H. TILFORD,
Attorney in Fact."

[On Back of Above Certificate are Printed These Words:]

"For value received, ... hereby assign the corporate stocks mentioned or referred to in the within assignment, and authorize their transfer upon the respective corporate books to .... or ..... assigns."
Dated ..... 189..."

CHARLES E. BROWER.

EXHIBIT E.

Number		Shares
8618	Shares $100 each.	6.

Standard Oil Trust.

This is to certify that George Rice is entitled to six shares in the equity to the property held by the Trustees of the Standard Oil Trust, transferable only on the books of said Trustees, on surrender of this Certificate. This Certificate is issued upon condition that the holder or any transferee thereto shall be subject to all the provisions of the agreement creating said Trust, and of the by-laws adopted in pursuance of said agreement as fully as if he had signed the said Trust Agreement.

Witness the hands of the President, Secretary and Treasurer of the Board of Trustees, this 18th day of October, A. D. 1892, at the City of New York.

J. D. ROCKEFELLER, *President.*

H. M. FLAGLER, *Secretary.*
WM. T. WARDWELL, *Ass't Treasurer.*

[Written Across the Face.]

This certificate is issued *nunc pro tunc* in compliance with the judgment of the special term of the Supreme Court of the State of New York, City and County of New York, entered on the fourteenth day of January, 1890, in an action wherein George Rice is plaintiff and Jno. D. Rockefeller and others as Trustees of the Standard Oil Trust are defendants.

H. M. FLAGLER, *Sec'y.*

[Endorsed:]

For value received, ... hereby sell and transfer to ..... shares of the Standard Oil Trust standing in my name on the books of said Trust, in accordance with the regulations thereof, and upon the conditions expressed upon the face of this certificate.

Dated ..... 189..

In the presence of

—— ——.

475

No. S. 17	Incorporated under the Laws of	Whole Shares.
35,000	the State of Ohio.	$100 each.
972,500		

Standard Oil Company.

This certifies that J. L. Kemper ..... is the owner of Thirty-Five Thousand 972,500ths of one share of stock in the Standard Oil Company. The holder or assignee of this Scrip will be entitled to a Certificate of stock, and to have his name entered on the corporate books as a stockholder, on presentation of sufficient fractional Scrip to entitle him to one full share.

Witness the corporate seal of said company, attested by the signatures of its President and Secretary, at Cleveland, Ohio, this second day of April, 1896.

[SEAL.] JOHN D. ROCKEFELLER, *President.*

F. B. SQUIRE, *Secretary.*

[Endorsed:]

For value received ..... hereby sell, assign and transfer unto ..... 972,500ths of one share of the Capital Stock represented by the within Certificate of Scrip, and do hereby irrevocably constitute and appoint ..... attorney to transfer the said Scrip on the books of the within named Company, with full power of substitution in the premises.

Dated .....

J. L. KEMPER.

In presence of

HARWOOD R. POOL.

NOTICE.—The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement or any change whatever.

No. W. 361. NEW YORK, *September* 15*th*, 1897.

National City Bank.

Pay to the order of Charles E. Brower Five Dollars.

TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By W. T. WARDWELL, *Assistant Treasurer.*

$5.00.

[Endorsed:]
CHARLES E. BROWER.

No. W. 2246. NEW YORK, *September* 15*th*, 1897.

National City Bank.

Pay to the order of George Rice Thirty Dollars.

TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By W. T. WARDWELL, *Assistant Treasurer.*

$30.00.

476

No. A. B. 2523. NEW YORK, *December* 15*th*, 1898.

National City Bank.

Pay to the order of George Rice Forty-Two Dollars.

TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. M. FLAGLER, *Treasurer.*

$42.00.

No. A. B. 401. NEW YORK, *December* 15, 1898.

National City Bank.

Pay to the order of Charles E. Brower Seven Dollars.

TRUSTEES TO LIQUIDATE STANDARD OIL TRUST,
By H. M. FLAGLER, *Treasurer.*

$7.00.
[Endorsed:]
CHARLES E. BROWER.

Q. Can you state what the market price has been of the Trust Certificates of the Standard Oil Trust each year since December 6, 1895, to the present time?

Counsel for the defendant objected to the question for the reason that the same was irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. December 6, 1895, the market price was $202.00. December 4, 1896, the market price was $248.00. December 9, 1897, the market price was $334.00. December 6, 1898, the market price was $423.00. January 23, 1899, the market price was $477.00. The present market price was on last Friday, February 24, 1899, $490.00.

Q. I will ask you to state, Mr. Rice, what company has control over the transportation of crude petroleum oil in the United States?

Counsel for the defendant thereupon objected to the question on the ground that the same was irrelevant, incompetent and immaterial.

By the MASTER: I will permit it to be answered.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. The National Transit Company and the Buckeye Pipe Line Company are the two principal concerns.

Q. Are they part of the Standard Oil Trust?

Counsel for the defendant thereupon objected to the question on the ground that the same was irrelevant, incompetent and immaterial.

By the MASTER: Objection overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. They are members of the trust.

477 Q. I will ask you to state what companies have control of the refining of oils in the State of Ohio, what are the principal companies that are engaged in the manufacture and sale of refined oils in the State of Ohio.

Counsel for defendant objected to the question on the ground that the same was irrelevant, immaterial and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By Mr. KINKEAD: We expect to show by the answer of the witness that the companies have had control of the refined product as named by Mr. Rockefeller in his testimony, which is now in evidence. On page three Mr. Rockefeller gives a list, where the court made him answer the question.

Counsel for the defendant objected to the statement.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Q. I will ask you if the Solar Refining Company is one of the constituent companies of the Standard Oil Trust?

Counsel for the defendant objected to the question on the ground that the same was irrelevant, incompetent and immaterial.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. It is one of the constituent members of the Standard Oil Trust.

Q. Is the Standard Oil Company of Ohio one of the constituent members of the Standard Oil Trust?

Counsel for defendant thereupon objected to the question on the ground that the same was irrelevant, immaterial and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. It is.

Q. What business are those two companies engaged in?

A. In the refining of oil.

Q. What per cent. of the trade do they have in the State of Ohio in the manufactury and sale of refined oil?

Objection by counsel for the defendant on the ground that the same is irrelevant, incompetent and immaterial.

By the MASTER: The objection is overruled.

Thereupon counsel for the defendant excepted to the ruling of the Master.

A. About nine-tenths.

Q. What elements enter into the value of the Standard Oil Trust certificates.

478 Objection by counsel for the defendant on the ground that the same is irrelevant, incompetent and immaterial.

By the MASTER: The objection is sustained.

Q. What is necessary for the trust certificates to have a dividend paid upon them? Must the constituent companies pay a dividend on their stock?

Counsel for the defendant objected to the question because it is immaterial, irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Certainly that must be true; they must pay dividends on their own stock in order to pay dividends on the trust certificates.

Q. What per cent. of the trust certificates are still in the Standard Oil Trust, and what per cent. have been liquidated?

Counsel for the defendant objected to the question on the ground that it was hear say.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Forty-nine per cent, in about a year ago over 49 per cent. of trust certificates was in the Standard Oil Trust about a year ago, it would be 51 per cent.

Q. Have your dividends upon the certificates which you hold been greater or less than they were at the time when all of the trust certificates were in the Standard Oil Trust?

Counsel for the defendant objected to the question on the ground that it was incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. They have been greater.

Q. Have the dividends varied in amount greater or less any time since March 2, 1892, or since the time when you first secured your trust certificates?

Objection by counsel for defendant, on the ground that the question was irrelevant, immaterial and incompetent.

By the MASTER: Objection overruled.

Counsel for the defendant excepted to the ruling of the Master.

A. They have varied a great deal.

Q. Have they varied or been greater or less?

A. They have been much greater.

Q. I will ask you to state what the nature of the assignment of legal title is, whether that is marketable or not?

A. Yes, it is marketable.

479 Q. Can you state what the market value of this assignment of legal title is?

A. The same market value as the original certificate; they are selling at the same price.

Q. Are they on the market constantly?

A. Yes, they are the principal certificate that is dealt in to-day. They are allowed to be transferred from one holder to another, and they are thus made marketable.

Q. It has been testified by Mr. Rockefeller in his answers to interrogatories that the sum of $3,219,540.00 dividends has been paid to the holders of the trust certificates. I will ask you to state whether or not you have ever received any portion or share of that amount upon your trust certificates?

A. I have.

Q. Can you explain what the special dividends are that are paid upon the trust certificates and how they are paid as compared with the payment of the regular dividends?

A. They are paid at the same time the regular dividends are paid; you receive the same kind of a notice, they come in the same

notice, the same printed notice giving the regular as well as the special.

Q. When were those special dividends first paid?

A. In December, 1895, they commenced first paying the special dividends.

Q. From your knowledge as a certificate holder I will ask you to state whether or not this liquidation has been a complete and thorough one?

Counsel for the defendant objected to the question on the ground that the same was irrelevant, immaterial and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

Q. I will change the question. Are you familiar with the different steps that have been taken in the liquidation to convert their trust certificates into stock certificates?

A. I am familiar with it.

Q. What has been the success or failure of that liquidation?

Objection by counsel for the defendant on the ground that the same was irrelevant, immaterial and incompetent.

By the MASTER: The objection is sustained.

Thereupon counsel for the State excepted to the ruling of the Master.

Mr. KINKEAD: We expect to show by the answer of the witness that they have been seven years in getting 49 per cent. converted back into constituent stock and in six years they have got one share, and that by the order of the court.

Counsel for the defendant objected to the statement because it was calling for a conclusion and opinion of the witness.

Q. What has been done, if anything, toward liquidating trust certificates into stock certificates since March 2, 1892?

480 Objection by counsel for the defendant on the ground that the same is irrelevant, immaterial and incompetent.

By the MASTER: The objection is overruled.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. I have stated there has been 51 per cent.

Q. How did they do it?

A. It has been done by converting the old original trust certificate into another secondary issue called assignment of legal title.

Q. Through what kind of people, trustees or otherwise?

A. Through the liquidating trustees.

Q. What were the original trustees?

A. They were the trustees that were in charge of the Standard Oil trust before the liquidating trustees were elected, they were the same trustees, the same original trustees are now the liquidating trustees.

Q. How many trustees of the trust were there?

A. Nine.

Q. After the decree of the court March 2, 1892, what did your company proceed to do—you elected in place of the trustees liquidating trustees; how many of these?

A. They were elected by the certificate holders. I was not one of these. There were nine liquidating trustees elected, the same original trustees were elected liquidating trustees.

Q. You just put another handle to their name?

A. Yes, sir; put in the word liquidating.

Q. What did these nine liquidating trustees proceed to do?

A. They transferred into corporate stock whatever orders they had to do, I suppose.

Q. What was the effect, take a man that had 100 shares and had 51 per cent. converted into constituent stock and 49 per cent. retained as trust certificates, were the dividends the same?

A. They were the same, they continued just the same.

Q. This scheme of liquidation of trustees perpetuated the trust?

A. The trust continued in the same manner as before there was no change.

Q. The decree of the court, so far as this company was concerned, had no effect whatever upon this defendant company?

Objection by counsel for the defendant upon the ground that the same is irrelevant, immaterial and incompetent.

By the MASTER: The objection is sustained.

Thereupon the counsel for the State excepted to the ruling of the Master.

By Mr. KINKEAD: We expect to show that the trust thrived just the same and have increased their profit.

Q. What was the effect as to the holders of the trust certificates did it increase or decrease the value after March 2, 1892.

A. The trust certificates increased in value.

Q. You gave us the value from 1895 down to the present
481 time can you give us the value before the decrees in 1892, it was about $161.00 was it not?

A. February 20th, 1892 it was $161.00, March 5th, $167.

Q. They have increased since the decree to $490.00?

A. Yes, sir.

Q. Does the price of oil and gasoline vary with the price of dividend of the certificates, do they increase and decrease with them?

Objection by counsel for the defendant on the ground that the same is incompetent, irrelevant and immaterial.

Q. Does the price of the commodities that this trust handle have any effect upon the value and dividend of the trust certificate?

Objection renewed by counsel for the defendant.

By the MASTER: Objection sustained.

Thereupon counsel for the State excepted to the ruling of the Master.

By Mr. KINKEAD: We expect to show by the answer that they having complete control of the production and transportation effect the profits on these commodities thereby effecting the value of the certificates and they vary. Since the decree of the Court they have

increased rather than decreased until they have arisen from $167.00 to $490.00.

The MASTER COMMISSIONER: The Master rules on the evidence so far as any objections made by the attorneys for the defendant company as to said questions, and which questions as it appears from the record, the Master permitted to go in under exception, with the exception of the question to the witness as to his name, his residence and his business, that the same is incompetent and is not pertinent to the issue. The Commissioner bases his judgment upon the conclusions of the Court in the case of the State of Ohio ex rel Attorney General vs. The Standard Oil Company found in the 49 O. S. page 189, and also the Journal Entry in said Case.

Thereupon the State excepted to the ruling of the Master Commissioner.

Mr. KLINE: We ask that the testimony that has been determined incompetent be stricken from the record.

MASTER COMMISSIONER: The motion is overruled as to having the testimony stricken from the record.

Thereupon counsel for the defendant excepted to the ruling of the Master.

Cross-examination:

It is hereby mutually agreed that the cross-examination which was had in the case of the State of Ohio ex rel. Attorney General vs. The Buckeye Pipe Line Company this afternoon, of the witness George Rice may be transcribed and used the same as if it had been originally taken in this case, so far as the same is competent, also the re-examination so far as the same is competent, subject to exception by both sides.

482 Said Cross-examination is as follows:

Examined by Mr. Elliott.

Cross-examination.

By Mr. ELLIOTT:

Q. I believe you stated your residence was in Marietta, Ohio?

A. Yes, sir.

Q. When did you enter upon the business of refining oil at Marietta?

A. About 1876.

Q. How *yong* did you continue it?

A. Up to about May 1896.

Q. Have you engaged in refining oil at any other place?

A. No, sir.

Q. What was the capacity of your refinery at Marietta?

A. About one hundred thousand barrels per annum.

Q. What was about the average amount of oil you refined annually?

A. That would be pretty hard to state.

Q. About how much?

A. It would be more some years than others. I do not know that I could state.

Q. Can't you give us some idea?
A. Some years it would be 25,000, 15,000 and some 50,000.
Q. When did you refine as much as 50,000?
A. I do not know unless it was along in 1884 or 1885, I think probably it ran about that much.
Q. As late as 1890 and 1892, didn't you refine as large a quantity and as much at that time as at any other time during the period you were engaged in the business?
A. I do not think we did; not quite as much—I think it began to run down gradually all the time after 1884 and 1885 along in there.
Q. During all these years there have been many refineries which were not connected with the Standard Oil Company?
A. I have known of competing refineries outside of myself.
Q. There never has been a time when there was not quite a number was there?
A. There was quite a number.
Q. Do you know anything about the number of refineries at Cleveland during the time that you had named?
A. I do not remember.
Q. How many at that time that you went out of business?
A. I do not know.
Q. Don't you know that there were several?
A. Yes, sir.
Q. Are they still in business?
A. I don't know whether there are any independent refineries Scofield, Sherman and Teagle are still in Cleveland.
Q. Is the Cleveland Refining Company still doing business?
A. I do not know that.
Q. Mr. Rice you are not very well informed on the present status, as to the independent refining business?
A. In a general way.
483 Q. Are there not independent refineries in Cleveland?
A. I think so.
Q. How many?
A. I think two.
Q. Are there any at Findlay?
A. I do not know that.
Q. Any at Lima?
A. I understand that the Manhattan is there.
Q. That is for the purpose of refining the Lima oil?
A. Yes, sir.
Q. Do the refineries at Cleveland refine Lima oil?
A. I don't know.
Q. You never refined any Lima oil?
A. No.
Q. You only know about it from reputation?
A. Yes, sir.
Q. Do you believe it costs more to refine Lima oil?
A. A little, very little more.
Q. The oils are distinguished as the Pennsylvania oil and the Lima oil?

A. Yes, sir; that is the general reputation.

Q. The oil about Macksburgh is denominated Pennsylvania oil?

A. Yes, sir, the oil produced from the white sand is considered the best grade.

Q. Now do you know any thing of the refineries outside of the Standard Oil Company in Pennsylvania?

A. No I do not.

Q. Do you know how many refineries there are about Oil City?

A. I think there are several.

Q. How many at Titusville, Pa.?

A. Several I think.

Q. And there are several at Warren, Pa., are there not?

A. Yes, sir, I think so.

Q. You know of a very large refinery owned by a somewhat celebrated competitor at Bradford, Pa., whose name is L. D. Emery, do you not?

A. Yes, sir.

Q. Or the Sun Oil Company?

A. Yes, sir.

Q. Do you know of the Pennsylvania Refinery transporting their oil to Seaboard through the line which the Standard has no connection with?

A. I do know of the United States Pipe Line Company.

Q. They transport both crude and refined do they not?

A. I know they only transport 600 barrels a day about 200,000 per annum.

Q. That is both?

A. It uses the United States Pipe Line Company; it may be the crude oil—I should judge probably it is the crude.

Q. You know that the refineries at Oil City, Titusville, Warren and Bradford ship their oil by that line?

A. I know in a general way; they are connected with that pipe line and do a very insignificant business compared with the business you people do.

Q. Taking in that region I have spoken of there are 12 or 15 refineries?

A. Yes, sir.

Q. And they are not connected with the Standard Oil Company?

A. Not as far as I know.

Q. Now these refineries, so far as you know, have been competitors with the Standard Oil Company for many years?

A. Yes, sir.

484 Q. They have in addition to refining constructed a pipe line nearly to the Seaboard?

A. Yes, sir, they have done that, I understand they have it pretty nearly to the Seaboard but they have not got there yet—they have been several years trying to get there and can't get there.

Q. You spoke of the cost of tranporting oil by pipe line, how large a pipe line had you?

A. A three inch pipe line.

Q. What was the length of it?

A. About 10 miles.

Q. From your evidence in chief I judge you are of the opinion that it would cost just as much to pump oil through a six inch pipe to New York as it would through a three inch pipe through your field?

A. I say in a general way the difference in the cost is infinitessimal; there is very little difference because when you get a pump started the same man can pump the same amount of oil.

Q. Would there be any difference in the cost between a line extending from South-western Pennsylvania or West Virgina to New York than the ten mile line you had?

A. Certainly.

Q. Have you any idea of the entire equipment of a line from West Virginia to Pittsburg and from there to New York including pumps, stations, rights of way and every thing of that kind?

A. The rights of way do not cost very much, about 15 cents a rod.

Q. If you should ascertain that the cost of the right of way through Southern Pennsylvania that the average price was from $10 to $15 a rod, you would think you were mistaken then would you not?

A. That might be expensive.

Q. Don't you know that the Crescent Pipe Line Company paid that?

A. No, sir, I do not know any thing of the kind and I don't believe it. There may be exceptional cases in buying it where it cost ten or fifteen dollars a rod where a man had to go through buildings, etc.

Q. Don't you know that was about the average cost through Eastern Pennsylvania, through the fine farm lands?

A. No, sir, I don't.

Q. Did you have any experience in laying lines through Eastern Pennsylvania?

A. No.

Q. You don't know any thing about it only what you guess?

A. No I know by experience I laid ten mile.

Q. Would there be any difference in the cost of operating a line from Pittsburgh to New York than it would your ten mile line?

A. Yes, sir.

Q. Would it not cost more to transport oil to New York?

A. Yes, sir.

Q. In order to make a profit you take into consideration the cost of your plant?

A. Certainly you must take that into consideration, but when you ship 10,000 barrels a day through a six inch pipe line you can ship from ten to fifteen thousand barrels as cheap, the same identi-
485 cal man can pump that just as cheap as they could through a three inch pipe and pump it fifty miles.

Q. You say then it will not take any more pump stations?

A. They have stations from 50 to 75 miles apart.

Q. How many pump stations do they have from West Virginia to New York?

A. I do not think over ten.

Q. How many would you have on a 50-mile pipe line?

A. That would depend on the size of the pipe; if it was a six-inch pipe you could pump it through one pump.

Q. What is the cost of one of those pumps used on a six-inch line?

A. I have heard say they cost from $2,500.00 to $5,000.00.

Q. Your testimony then in reference to piping oil is based entirely, so far as your knowledge is concerned, upon your operating a local ten mile line—a three-inch pipe line, is it not?

A. That gives me a criterion of what can be done.

Q. Have you any other knowledge?

A. I have no particular special knowledge except I know the more oil you transport through a big pipe the cheaper you can do it.

Q. And the bigger the pipe the more it costs to build it?

A. The bigger the pipe the more it costs.

Q. In this connection during the past seven years you have spent most of your time at the Astor House in New York?

A. Yes, sir.

Q. You have spent most of your time there?

A. Yes, sir; the last three or four years.

Q. How much of your time have you spent in Marietta the last four or five years?

A. Not a great deal of time—have not been there a quarter of the time.

Q. You have not been there that much for the last five years?

A. No, I do not know that I have.

Q. Have you for the last ten years?

—. Yes, I think I have.

Q. You have been away from there the greater part of the time for ten years?

A. I have been away more or less, I cannot tell.

Q. You have been away more, rather than less, have you not?

A. Yes, sir.

Q. I now call your attention, Mr. Rice, to the trust certificates, as you call them, that were issued to you on the eighteenth of October, 1892, that as I understand you was one of the original certificates issued by the Trust when it was in full operation?

A. Yes, sir.

Q. In reference to that you had commenced a suit some six years before that time, had you not, to compel the transfer of a certificate of this amount?

A. About four years before.

Q. It was pending in the court up to October, 1892?

A. Yes, sir.

Q. The court directed the transfer to be made to you on the books of the company and the original certificate issued to you?

A. Yes, sir; that was the court's orders.

486 Q. That is the reason why this was issued to you instead of the assignment of legal title.

A. I can give no reason.

Q. The decree of the court was in the suit commenced about four years previous to the time when this certificate was issued to you?

A. Yes, that was issued.

Q. This memorandum was put upon the face of it, that it was issued in pursuance of an order of the court?

A. That is correct, yes.

Q. Since March, 1892, all the checks you have received have been by the Liquidating Trustees to liquidate the Standard Oil Trust?

A. Yes, sir.

Q. And they were signed in that way?

A. Yes, sir.

Q. At the time that the meeting to which your attention was called, the twenty-first of March, 1892, for the purpose of taking into consideration the propriety of dissolving the trust, you were not a certificate holder of record, were you?

A. Not of record, but I was an actual holder.

Q. You were the holder of the certificate in controversy in this litigation to which I have called your attention?

A. That is correct.

Q. Now in reference to this other certificate where the correspondence occurred between Mr. Kemper and Mr. Pool on the one side and Mr. Dodd, the Solicitor, upon the other side, you owned that certificate at the time you owned the stock to which the correspondence referred at the time these letters were written by Pool and Kemper?

A. Yes, before they were cancelled; yes, I owned the stock.

Q. These people had no interest in the stock at all?

A. No, I owned the stock, I bought the stock.

Q. But for your own purpose you had Mr. Kemper and Mr. Pool do the corresponding?

A. Yes, sir.

Q. With reference to this one share?

A. Yes, sir.

Q. Now so far as this correspondence was concerned, all you know about these letters, the copies of which you have presented here, is that you have examined the letter books of Mr. Pool and Mr. Kemper?

A. They were all copied from Mr. Pool's letter book.

Q. You were not present when the letters were written?

A. I was present very often; I was present when most of them were written.

Q. You cannot testify to the exact phraseology of these letters, except that you found such copies as you presented here?

A. No, I cannot testify to the exact phraseology except by comparing these copies with the copy book.

Q. Mr. Rice, you knew at the time of the proceedings that were instituted by the Attorney-General in contempt?

A. Yes, sir.

Q. Did you employ counsel in that case?

A. I did.

Q. Who?

A. W. L. Flagg.
Q. What other counsel did you employ?
A. Mr. Kinkead.
Q. He is now acting as special counsel for the Attorney-General?
A. Yes, sir.
487 Q. How long prior to the commencement of these proceedings in contempt against the Standard Oil Company did you employ Mr. Flagg?
A. Two or three weeks, less than a month.
Q. Did you employ him to assist the Attorney-General in instituting and conducting the proceedings in contempt?

And thereupon counsel for the State objected to the question for the reason that the employment was made before he was employed by the State and that afterwards he was employed by the State.

A. I should say that would be most natural.
Q. Did he come here to Columbus for a consultation with the Attorney-General?
A. Yes, sir.
Q. Did you come with him?
A. I guess I came on before.
Q. You had your consultation with the Attorney-General before he came?
A. Yes, sir.
Q. You three had consulted together?
A. Yes, sir.
Q. When did you employ Mr. Kinkead?
A. That was about the same time, not just exactly.
Q. Was he brought into this conference by you?
A. Yes, sir.
Q. At that time he was not employed by the State?
A. I do not think he was.
Q. He was your private counsel?
A. Yes, sir.
Q. Mr. Flagg, Mr. Kinkead, the Attorney-General and yourself had a conversation which resulted in the bringing of the proceeding in contempt?
A. It resulted in that, we had a conference with the Judges of the Court in Chambers in regard to it, whether they would allow certain proceedings to be brought in contempt and they granted the motion and allowed it to be brought.
Q. Did you have a consultation with the Judges of the Supreme Court?
A. It was not a consultation with them.
Q. You were with them?
A. Yes, sir.
Q. You and your two private counsels and the Attorney-General had a consultation with the Judges of the Supreme Court?
A. Yes, sir.
Q. Did you show them these original trust certificates you had?
A. I do not know.
Q. Did you tell them about it?

A. I did not tell them anything; I did not have anything to say myself personally.

Q. Did your counsel tell them about this certificate?

A. No, sir.

Q. Did the counsel show it to them?

A. No, sir.

Q. Neither one of these certificates were shown to the Supreme Court at that time?

A. No, sir.

Q. Was that in open session or secret session?

A. In Chambers, I understood it.

Q. At whose suggestion did you go to see the Supreme Court?

A. I guess it was at the suggestion of the Attorney-General; he suggested that we go up and see the Court about it.

488 Q. Was it not Mr. Flagg suggested it?

A. No, sir.

Q. Did you attend the hearing in New York before Mr. Brinsmade?

A. I did.

Q. During the two days when Mr. Rockefeller was on the stand?

A. Yes, sir.

Q. Was Mr. Flagg acting for you at the time when he examined Mr. Rockefeller?

A. No, sir, I understand he was acting for the Attorney General.

Q. When did you dismiss him?

A. I did not dismiss him.

Q. Then he was in your employ?

A. No, sir.

Q. When did he cease, or is he still in your employ in this case?

A. He is not doing any thing particular in it, not since that time.

Q. How long did Mr. Kinkead continue to be your private attorney in this case?

A. I do not know how long and I cannot say that.

Q. Is he still your private attorney?

A. I do not know that he is.

Q. Is he not in your employ now?

A. Not in this case not now.

Q. When did you discharge him?

A. I have not discharged him, I say he stands in statu quo.

Q. Both of these men are really your attorneys yet? only you have shifted the responsibility of paying them to the State?

A. I have not shifted it; I have not shifted any thing it stands in statu quo. If they are acting for the State that is none of my affair.

Q. In a general way, Mr. Rice, what I mean is, are not both of these gentlemen still in your private employ in the contempt case?

A. I am not paying them any thing.

Q. I would like to know whether you consider them your attorneys or not?

A. No; I never discharge them.

Q. Did you institute or cause to be instituted a certain investiga-

tion that is known as the Standard Oil investigation, instituted before the Interstate Commerce Commission?

A. They are not cases against the Standard Oil Trust they are cases against the railroad company. I brought those cases against the railroad companies before the Interstate Commerce Commission, but not as against the Standard Oil Trust, but they figured in it largely.

Q. How many suits have you brought against John D. Rockefeller in the last ten years?

Thereupon counsel for the State objected to the question as being incompetent, irrelevant and immaterial.

A. I do not recollect any suit brought against John D. Rockefeller.

Q. How many times have you been before the Attorney General in New York endeavoring to secure an investigation of the Standard Oil Company at his end of the line?

489 Objected to by the state as being incompetent, irrelevant and immaterial.

A. I have not been before the Attorney General.

Q. At no time?

A. There was some proceeding brought there in which I was somewhat interested to see that it would go through.

Q. I will ask you to state whether in November, 1897, you had an interview with Mr. John D. Archbold?

Objected to by counsel for the State.

A. I do not know when it was I had an interview with Mr. Archbold we were in New York.

Q. In that interview, did you offer to withdraw all suits you had instituted before the Interstate Commerce Commission of investigation that you had instituted and which you had threatened to institute, if he would buy your plant?

A. No, sir.

Q. In that interview did you demand of him $250,000.00 for your plant in Marietta and $50,000 a year for five years?

A. That is quite laughable to me that you should say such a thing. I made no demand of him. He wanted to know what I would take and I gave him those figures.

Q. What figures?

A. What you stated. He wanted to know what I would take to go out of the business and I told him, $250,000 and $50,000 a year for five years; but several years before that he wanted to buy my plant and I offered to sell it for $25,000 and $5,000 for five years and before that time I offered to sell it for $20,000. I have a perfect right to ask what I please for my plant.

Q. When you told him that you would take $250,000 for your plant and $50,000 for five years, did you also state, as part of the proposition, that you would withdraw all litigation that you had instituted, and that was then pending or that was threatened to be instituted in another case against the Standard Oil Company?

A. I did not do anything of that kind, no, sir.
Q. There was nothing said about that?
A. No, sir.
Q. Did you have any interview with Mr. Archibold, in 1890 in reference to the sale of your plant?

Objected to by counsel for the state.

A. I do not recollect of having another interview with Mr. Archibold in regard to it.
Q. I will go back to 1897, did you say to Mr. Archibold in an interview, "I believe it is better for The Standard Oil people to make a deal with me, and that by so doing the parties will be deterred from encouraging a line of action against the Standard Oil Company, which I understand that others are about to do"?
A. No, sir, I do not recall any thing of the kind; I wish to explain right here, when those suits were enforced in regard to
490 the transfer of my five shares of trust certificates they tried to produce evidence, the Standard Oil people did, and it came forth in the trial of the transfer of those five shares of trust certificates in my own name, they brought forward two men for that purpose, that proposed to swear that I had demanded from the Standard Oil Trust people, a large amount of money, and they were the only ones that could settle this matter, and Mr. Bartlett, my counsel,—this was indicated to him that such kind of evidence was coming out—and he particularly questioned me before I went on the stand before the matter came up to know whether this could be true, what he had heard. And I said if they brought up any matter of that character it certainly would be a lie; it would not be true—could not see how they could back it up. He was considerably nervous over it and I was myself, I did not know but what they had adopted some kind of a plan to smirch my character, and when it came up Mr. Bartlett objected to any of this testimony going in, and the judge said; "Mr. Bartlett, we will allow this to go in and if they do not connect Mr. Rice with this matter, it will all be thrown out." They went on and brought up two agents—one I had known in the oil business—Hill was his name, and I forget the other man's name; and they went on the stand and testified that they had letters which were written pro and con with the Standard officials in which they said to them they could arrange a settlement between Mr. Rice and themselves, that they had the whole thing in their hands, I never knew a thing about it. I never heard a word about it and they admitted that they had had no conversation with me. They had taken up their report and it was written on Standard Oil Paper, making those threats and those letters were used against me before the Chairman of the Committee in Congress to poison his mind against me. There was nothing in them; they were gotten up by these men themselves, and to show the truth of it, the Judge threw out that testimony and would not allow it to go in. It was a concocted story to smirch my character, that is what is the matter.
Q. This interview you had with Mr. Archibold was at the Standard Oil Company Building in New York?
A. Yes, sir the first interview.

Q. I want to be a little more specific, I want you to answer this question referring to the question just asked you as to what you said to Mr. Archibold—I will ask you if in reply he did not say "I know nothing about it either for or against it; I do not even have personal knowledge, but I am ready to hear all you have to say and will give the matter some careful consideration." Did he not say that to you?

A. I do not recollect any thing of the kind.

Q. Did you then reply to this statement of Mr. Archibold: "Well, I believe first, that you have arrangements with the railroad which I can defeat by attacking them, and if I cannot by taking my goods in a small way in various general markets of the South and offer hurtful and disasterous competition which may not result
491 in any profit in me to do that, but which will result in a very great injury to you," did you say any thing of that kind?

A. Nothing of that kind.

Q. Did you say that in substance?

A. No, sir.

Q. Did Mr. Archibold say in reply "How much injury do you think, if that is the basis upon which you put it, you can injure us" and if you did not say; "I can injure you at least $500,000," did you not say that in substance?

A. No, sir.

Q. Did you inform him that you could injure him in any amount?

A. No, sir, what was the use of making any threats to the Standard Oil Company? It is perfectly ridiculous to think of black-mailing the Standard Oil Company.

Q. In that conversation following what I have asked you in reference to your statement to Mr. Archbold, did he not say, "What is your price for ceasing efforts on this line?" and did you not answer as follows: "After a careful consideration, for the aggregate sum of $500,000.00 I will yield the field, not only will cease this line of attack, but I will bring myself into such co-operation as will enable you to re-coupe many times over what you pay me," did you not say that?

A. No, sir, not a word of truth in it. It is all made up.

Q. Did he not say to you then in that conversation in substance the following: Mr. Rice how would you want the money, $500,000, and did you not reply, "I would want $250,000.00 in cash and I am willing to have the other in five annual payments of $50,000 each, did you not say that?

A. No, sir, all I did was to make the offer and that did not probably take three minutes.

Q. How did you come to go up there and have this interview?

A. It came about through a transfer of this stock; I bought this stock through Orvis brothers, brokers, and he first intimated to me and made a suggestion that these parties would like to fix the matter up and from that we came to have that meeting.

Q. You saw Mr. Archbold?

A. Yes, sir.

Q. Did Mr. Orvis see him before you went there?

A. Yes, two or three times before.

Q. Did you authorize or request Mr. Orvis to have an interview with him?

A. No, sir, not at first.

Q. Did you at any time?

A. I may have done so.

Q. Now coming to the second interview, did you have another interview in June 1890 with Mr. Archbold at his office in the Standard Oil Building at 26 Broadway in New York?

A. I do not recollect.

Q. Did you then make a similar offer to him?

A. I did not have a second interview with Mr. Archibold.

Q. Did you at that time authorize Mr. Orvis to go and make an offer of $500,000?

A. Yes, I guess I did.

Q. You were to get $250,000 cash and $50,000 for five years?

A. I guess so.

492 Q. What were you to give to Mr. Archibold for that consideration?

A. I was to sell out my plant and get out of the business.

Q. Were you to refrain from bringing any further litigation?

A. That was to settle up the whole trouble; I was to do nothing further—have no litigation or any thing of that kind.

Q. Mr. Rice, state whether soon after the testimony of Mr. Rockefeller was taken in New York you authorized your attorney Mr. Flagg to see any of the Standard Oil People, as you call them, either Mr. Rockefeller, Mr. Archibold or Mr. Dodd, the Solicitor, or Liquidating Trustees and have a consultation and agree to stop the contempt proceedings?

A. No, sir, there is not a word of truth in it. Mr. Flagg denied it most emphatically to the Attorney General and I never heard of it until I heard of it out here. There is not a word of truth in it it is all made up, I think it is all made up.

Q. Mr. Rice, state whether you authorized a friend of yours or any person, within the last three weeks to go to the officers of the Standard Oil Company and make arrangements with them, alleging to this friend, that you could have the contempt proceedings dropped by the Attorney General at any time you said so, and if there was a sufficient consideration paid you would have it done?

A. No, sir, it is a lie, not a word of truth in it.

Redirect examination.

By Attorney General MONNETT:

Q. Your attention was called on cross examination to the employment of Mr. Flagg and Mr. Kinkead by yourself in connection with this contempt proceeding; as I remember it, and you and Mr. Kinkead and Mr. Flagg and General Watson came to my office and asked to have the bill filed?

A. Yes, sir.

Q. I wanted to know in a general way what evidence there was of that, and General Watson and yourself narrated what could be proved did you not?

A. Yes, sir.

Q. I had a talk with General Watson at the time, I questioned you all and we had several conferences?

A. Yes, sir. You were very particular about it. You said if proper evidence could be brought you would submit it to the court.

Q. Then we went up stairs in the Court Chambers and I asked if I could lay the matter before them in Chambers and get their orders?

A. Yes, sir——

Q. And the Court invited us all in to see what took place; the Court knows exactly what took place without any testimony?

A. Yes, sir; I recollect of your saying, if we go into it there will be no let up, it will be for blood, I recollect that distinctly.

Q. There has never been any authority on my part or yours to stop this proceeding?

A. I do not know of a thing in that particular.

493 Q. You are under subpœna here are you not?

A. I am.

Q. The State pays your expenses from New York to have your testimony rather than to go to New York?

A. Yes, sir.

Q. You only appear here as a witness?

A. Yes, sir.

Q. When I tried to have you appear last week you could not come?

A. Yes, sir.

Q. Mr. Kinkead is employed by the State and has been ever since the filing of the petition?

A. Yes, sir.

Q. You have not paid him and he has not been under you nor under your control?

A. He is not under my control.

Q. He has disobeyed your orders as to how the case was to be conducted?

A. Yes, sir.

Q. I wrote to you that we expected to conduct the case in our own way, when you had made suggestions to me?

A. Yes, sir.

Q. I have repeatedly stated and written you that?

A. Yes, sir.

Q. Mr. Flagg is also hired in New York to assist in the examination there because he was familiar with the testimony that was to be adduced there?

A. Yes, sir.

Q. These interviews that purport to have been between you and Mr. Archbold you say that you made no suggestion as to a compromise or settlement of this pending case at any time and to anybody?

A. That offer was made in 1892, long before this case was commenced.

Q. Have you directly or indirectly authorized anybody to settle this case?

A. Certainly not. I have not done it, I have not spoken to anybody. How could I settle the case, I would like to know? There is nothing in it.

Q. You said in your cross-examination that they have been threatening you in New York; didn't they say that if we put you on the stand that they would expose your character, that we did not dare put you on?

A. Yes, I have heard that; they have ruined my business and destroyed it, and I am out and they are in.

Q. Your attention has been called to a number of refineries, and something was said about the United States Pipe Line Company, and I believe you said they had not gotten through to Seaboard yet?

A. Yes, they have not gotten through yet.

Q. How are they blocked?

A. The railroads and the Standard Oil Trust are doing all they can to block them; they can't get through the New Jersey line; they are blocked from getting into the New York harbor.

Q. Do they use the same tactics in preventing their lines from being extended that they do in all other fights?

A. Certainly. Mr. King, the vice-president of the United States Pipe Line Company, said that where they owned the right of way under the railroad tracks, that they would be driven off by force when they come to lay the pipe under the railroad tracks, and then they would go to litigation and be two or three years about it,
494 there was no special legal contention except they delayed it and they could not get through, that is the way it was done.

Q. Then this strong competitor has not yet gotten through to the Seaboard?

A. No, and I guess it never will as long as we have got such a thing in this country.

Q. Then they are not a competing line at all?

A. Yes, they can pipe their oil to the extreme end of their line and then from there ship it over the railroad, the freight is not very much, but they could pump the oil clear through just as cheap as they do now, and what they pay the railroad for freight is so much extra, it would not cost any more to pump it clear through if they could extend their line clear through.

Q. How many barrels do the Buckeye Pipe Line Company ship through their line a day?

A. This is a six-inch pipe and they have a capacity of from twelve thousand to fifteen thousand barrels a day.

Q. Do you know of them running thirty million barrels a year?

A. They may, for two-thirds of all the oil that is exported must go through their pipe lines.

Q. Is there any other branch of the case, Mr. Rice, that you are familiar with, that you can give us that has not been given?

A. I do not think of anything more.

Further cross-examination.

By Mr. ELLIOTT:

Q. Mr. Rice, when did you first become a certificate holder of record in the Standard Oil Trust?

A. In October, 1892.

Q. To what extent?

A. Six shares.

Q. When did you become a stockholder of record for any other number of shares?

A. The next time I became a holder was in August, 1895, one share.

Q. That was an assignment of legal title?

A. Yes, sir. In October, 1895, I became the holder of another share.

Q. How much do you hold now?

A. I have seven shares.

Q. You converted one share into the stock of the constituent companies, did you not?

A. Yes.

Q. Did you ever see the books of the Liquidating Trustees?

A. I never did.

Q. Have you ever been present at a meeting?

A. I was present in September, 1893, at a meeting of the certificate holders.

Q. Did you see any of the books at that time?

A. I did not. I asked for a copy of the statement of the auditor, and they refused to give it to me.

Q. Have you ever seen the books of the 20 constituent companies that you have named?

A. No, sir.

495 Q. How do you know that only 49 per cent. of the original certificates have been converted up to the time you say?

A. I took it from the evidence of Mr. Rockefeller.

Q. All you know about the number of certificates outstanding is the statement made by Mr. Rockefeller in the evidence in this case?

A. That is all.

Q. You have no personal knowledge of it?

A. No, sir.

Q. Do you know how many trust certificates are outstanding at the present time, original trust certificates?

A. No, I do not.

Q. Do you know how many assignments of legal title are out at the present time?

A. I do not.

Q. Do you not know that up to the present time, in the same way that you know the facts you have attempted to give, that more than four-sevenths of the certificates have been converted into stock of the different constituent companies?

A. I do not.

Q. Don't you know that there are only about fifteen million of the par value of the trust certificates still out?

A. I do not know anything of the kind.
Q. Do you know anything about it?
A. No, sir; I do not know anything about it.
Q. In one way or another?
A. No, sir.
Q. You have no knowledge except from hearsay?
A. I do not know anything about it at present.
Q. You have had no knowledge at any time except what you have heard somebody say?
A. From the testimony of Mr. Rockefeller.
Q. That is all the knowledge you have on the subject?
A. Yes, sir.
Q. Were not the trust certificates selling at $125 the summer of 1893, in July?
A. I have not down 1893, the first I have is 1895. I have not 1893 or 1894. I have not got them down here.
Q. You do not, then, know the prices in 1893 and 1894?
A. No, I do not.
Q. You do know that the trust certificates sold very low in 1893?
A. I do recollect that they went down the time of the panic.
Q. Didn't they come down to $125?
A. I do not know but what they did; I know they went down very considerable.
Q. Did they not sell for less than $150 in 1894?
A. I cannot say whether they did or not.
Q. You have no account of that?
A. I have not any data to show that.
Q. When you were obtaining that data could you not have obtained the same for the years 1893 and 1894 from the same source?
A. Yes, I could.
Q. Where did you obtain the data you have given?
A. From the New York Evening Post; I do not know that it was all in the Evening Post, but a good share of it was.

496 Q. Now, Mr. Rice, from your being in New York much of the time you know that the price of the trust certificates for five or six years have been made by curb-stone brokers, do you not?

Objection by counsel for the State.
By the MASTER: Objection overruled.
Mr. ELLIOTT: I will change the question.

Q. The market which you find, from which you made your memorandum in the New York Post, are the prices for which these stocks sell for at the curb-stone market, are they not?
A. I do not think they are listed; I think they sell on the Curb.
Q. That makes the price that you have given?
A. I think it does.
Q. You have kept pretty close watch of the prices of these certificates, have you not?
A. Yes, sir.
Q. Have they not fluctuated greatly within the last two or three years up and down?

A. Yes, they have fluctuated quite considerably.

Q. Sometimes within three months they fluctuate from 50 to 100 points up and down?

A. I guess not as much as one hundred; I guess probably 40 or 50 points.

Q. Did they not come up at one time this winter in the neighborhood of $470 and then go down to $412?

A. Not quite so low as that; it seems to me they went down to about 20 or 25.

Q. Now in 1896 did they not at one time go to $260 and then fall back to $200?

A. I do not know; I would have to depend upon the record; my memorandum shows December 4, 1896, $248.

Q. Don't you know that they went 70 below that in the summer of that year?

A. No.

Q. Don't you know that they were much lower?

A. I cannot recollect; I have to base my memory on the data I have; but, as I said before, there is a fluctuation more or less all the time.

Q. There has been fluctuation in stocks generally this winter?

A. Yes, sir.

Redirect examination.

By General MONNETT:

Q. As a holder of trust certificates, what means did the Liquidating Trustees give you of knowing or anticipating whether there was going to be a dividend, a surplus dividend or not; did they give you any information, or did they keep it all within themselves so they could make this extreme fluctuation?

A. As a certificate holder I could not get any information from them. I have tried it and they refused to give me any information, they would not give me a statement in regard to the number of corporations in the trust. I think that was along in 1895 that I wrote to Mr. Dodd.

Q. Has it not been their policy to spring a special dividend and then withhold one so that holders on the inside could make this profit?

497 Objection by counsel for defendant to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: The objection is overruled.

Thereupon counsel for the defendant excepted to the ruling of the Master.

A. The special dividends varied in rates and of course that would naturally effect the market. This last dividend that was declared in March was a little less than some of the previous dividends that had been declared. The stock dropped 40 or 50 points, or it was so published in newspaper. It was knocked down just because the special dividend for this March now coming was only 3 per cent., the previous one 2 per cent. and the special before that 5 per cent. I think

it was in September that it was 2 per cent., the special for December 4 per cent., and this declaratory dividend 3 per cent., and because they were 1 per cent. less the stock went down 40 or 50 points.

Q. They give nobody any information, not even the trust certificate holders, what their profits are, you have no means of knowing or determining?

Counsel for the defendant thereupon objected to the question as leading.

By the MASTER: Objection sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Q. Is it not the policy of these Liquidating Trustees to refuse to give any information out so that you cannot anticipate whether there will be a special or no dividend; what has been their policy in the past?

Counsel for the defendant thereupon objected to the question on the ground that the same was leading and incompetent.

By the MASTER: Objection sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that this is one of their methods of bullying the market of their trust certificates for the private benefit of those on the inside, purposely concealing information from the general public, and that they dare not give the information because it tends to criminate them.

Q. State, Mr. Rice, if it is not a fact that since the beginning of this contempt proceedings and the filing of the suits against the constituent companies of the trust that neither Mr. Flagg nor Mr. Kinkead are employed or work for you since the date of the commencement of these suits, in this suit or in any other case?

Objection by counsel for the defendant as leading.

General MONNETT: I will change the question.

Q. Has Mr. Kinkead or Mr. Flagg done any work for you in constituent company suits or so far as any of this litigation is concerned since the beginning of the suits, you stated in your former examination that you had not discharged them?

A. They have not.

498 Q. You say that you have not discharged them, you mean by that that you have not paid them for their work done before the beginning of these suits, is that what you mean?

A. Yes, sir.

Thereupon the witness by consent of all parties signed the shorthand notes of the stenographer.

(Signed) GEO. RICE.

Thereupon the hearing of further testimony was adjourned until March 1, 1899, at 10 o'clock A. M,

MARCH 1, 1899—10 o'clock a. m.

Pursuant to adjournment the hearing of this case was resumed.

MALCOLM JENNINGS, being first duly sworn, testified as follows:

Examined by Mr. KINKEAD:

Q. State your name and residence.
A. Malcolm Jennings, Columbus, Ohio.
Q. What is your business?
A. Newspaper man.
Q. Have you any other business?
A. Clerk of the Sinking Fund Commission.
Q. Any other business?
A. Member of an insurance company.
Q. Have you not still one other?
A. I think not.
Q. Are you not in the advertising business?
A. Yes, sir.
Q. What is the nature of the advertising business?
A. I make contracts with newspapers for the publication of advertisements.
Q. What is the name of your company that conducts the advertising business?
A. It is not a company, I do the business under the name of The Jennings News Bureau and Advertising Agency.
Q. When did you first organize or commence that business?
A. Some time about the first of December, 1898, I think.
Q. How did you happen to commence this business?

Thereupon counsel for the defendant objected to the question and asked the Master to be heard.

By the MASTER: I will hear you.

(Statement by Mr. Kline.)

Mr. KINKEAD: I object to Mr. Kline stating what occured before the Notary Public in the taking of depositions in the case of the State of Ohio ex rel. Attorney-General vs. The Buckeye Pipe Line Company.

By the MASTER: The objection is overruled.

(Statement by Mr. Kinkead.)

By the MASTER: The Attorney-General last evening very frankly asked me whether or not I ought to, or would hear evidence in regard to these newspaper articles, and the gentleman who is said to
499 have conducted it — allowed to testify. I said to him that the matter should be confidential between himself and myself. and as it was I would take the matter into consideration. I said to the Attorney-General this morning that my judgment was that I ought not to hear the testimony with regard to these articles, and I told him that he might bring on his witness and I would then decide the case. I understand it is substantially the same line of questions that were asked or attempted to be asked of the witness, and since that question is now before the Supreme Court as to whether or not the Notary perhaps had the power to commit this witness for refusal

to answer in regard to his private business, but with that I have nothing to do. The order of the Master Commissioner in this case was to take such testimony as is pertinent to the issue and raised by the pleadings in the case.

Some time in November, 1897, the Attorney-General, as I understand it, commenced proceedings in contempt against the Standard Oil Company, or its officers, for alleged contempt of court in not carrying out or abiding by the decision of the court in 49 O. S. or abiding by the decision of that court as appears by the Journal Entry. By order of the court I was to take such testimony as is pertinent to the issue and raised by the pleadings in that case. That case being commenced in November, 1897, we are now confronted with this proposition, to take the testimony of a witness showing a new contempt, claiming that certain newspaper articles could be produced here that would directly reflect upon the court in this case and that such articles were published for the purpose of influencing this court—if newspaper articles do influence the highest court of the State. Now it seems to me as repugnant to every one's sense of right and justice and as wholly without the purview of the law that publishing articles or causing articles to be published which may have a tendency to advertise the Standard Oil Company or reflect upon the Attorney-General—and this case being commenced in November, 1897—that this testimony should enter into *in* this case. If the statements of the Attorney-General and Mr. Kinkead, his assistant, are true in this respect—I have not seen these articles they have alluded to—but if a new contempt has been made, then in a proper proceeding such evidence would be proper, but it is not in this proceeding. Therefore the objection to the witness, Malcolm Jennings, testifying, by the counsel for the defendant, is sustained.

Thereupon the counsel for the State excepted to the ruling of the Master.

General MONNETT: We expect to prove by the witness that Mr. Jennings and Mr. Apthorp, acting for the defendant company, and under the direction of the defendant company, were making contracts with various newspapers in the State for the purpose of inserting advertisements in the form of reading matter and not to be indicated as being advertisements, which treated of the character
500 of the business of the Standard Oil Company and of the great benefits that were derived by the people from it, and of the disastrous results if they should be ousted from doing business within the state or interfered with, and some of the articles touching upon this suit, in which this testimony is taken, which articles were paid for by this defendant company or its constituents in the trust, and were for the direct purpose of influencing the public sentiment and action of the court and is not necessarily a distinct and new contempt.

Thereupon the further hearing of said testimony was adjourned.

ALLAN T. BRINSMADE,
Special Master Commissioner.

501 And afterwards, towit, on March 2nd, 1899, the following deposition (No. 9), taken at Newark, Ohio, was filed:

502 W. H. CLARK, being first duly sworn, testified as follows:

Examined by General MONNETT:

Q. You may state your name?
A. W. H. Clark.
Q. Where do you reside?
A. 203 N. 5th St., Newark, Ohio.
Q. What has been your business since 1892?
A. I have been various places with the Standard Oil Company.
Q. Give the different places you have been?
A. Marietta, Springfield, Urbana, Columbus and Newark.
Q. What were your duties at these respective places, beginning at the first place?
A. At Marietta I was warehouse boy and office boy, at Springfield I was country tank wagon driver, and also worked some in the city when I had a day that I had no country work. At Columbus I took care of the money at the Station. At Urbana I was agent and then I came to Newark and I was agent here.
Q. Who was the next officer superior to you in this district during that period, who was your superior officer in the Standard Oil Company?
A. Mr. B. A. Matthews.
Q. Where were his headquarters?
A. At Columbus, sometimes at the stations I worked under other men, but Mr. Matthews was always at the head of it.
Q. Have you any information since March 2nd, 1892, or means of knowing its methods of maintaining or attempting to maintain a monopoly in the State of Ohio in the oil business?

503 Thereupon counsel for the defendant objected to the question as leading and suggestive.
By the MASTER: Objection overruled.
Counsel for the defendant thereupon excepted to the ruling of the master.

A. I do not understand what you mean.
Q. Have you any correspondence in your possession or did you have any talk with Mr. B. A. Matthews the General Manager of this division during that time?

Counsel for the defendant objected to the question on the ground that the same was leading.
By the MASTER: The objection is overruled.
Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Yes, sir.
Q. You may state what correspondence you had or what blanks were furnished you if any, concerning competitors in the oil business in this district.

Thereupon counsel for the defendant objected to the question as irrelevant and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

General MONNETT: We propose to prove by the answer of the witness that Mr. Matthews the General Manager, of this district, furnished him blanks, and requested as part of his duty to make a daily in some instances, and a monthly in other instances, report of competitors in the oil business in the respective districts where the witness has been operating, and we expect to follow that up with proof by this witness that those reports were sent in to the office at Cleveland, and that they then received additional orders to destroy those competitors by various illegal means for the purpose of maintaining a monopoly of the Standard Oil Company in Ohio, in refining petroleum in this district. We expect to show by correspondence between Mr. Matthews and H. R. Payne the Secretary of the Union Tank Line Company that they adopted the same means subsequent to March 2nd, 1892 that they did prior to March 2nd, 1892 for the purpose of maintaining a virtual monopoly in refined oil in this state.

By the MASTER: The Special Master says that his reasons for sustaining the objection is that the question is not before him as to whether or not the Standard Oil Company is a monopoly, but only to ascertain as to whether or not the injunctions of the Supreme Court of the State of Ohio have been observed or otherwise.

504 Thereupon the State excepted to the ruling of the Master.

Q. You may state Mr. Clark what sworn admissions you may have heard, if any, from Mr. B. A. Matthews the General Manager in this district concerning the destruction of their books of account since the beginning of this action in contempt about a year ago?

Counsel for the defendant objected to the question on the ground that same was leading, incompetent and irrelevant, and implies that he has heard sworn admissions.

By the MASTER: Objection overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Yes, sir.

Q. You may give the circumstances?

A. He said the books were burned in the basement of the office at Columbus, Ohio.

Q. About when was that?

A. I do not remember the date not long ago.

Q. When did he testify to that, about how many days ago?

A. Last Thursday or Friday, the latter part of last week.

Q. Where was that testimony given?

A. At Newark.

Q. State whether there was anything in the sworn admission as to the nature of the books burned, whether they were books of accounts and what period they covered?

A. I do not remember.

Q. What was the occasion of his making the statement as to the burning of the books?

A. He was asked about some accounts, and he said he could not tell on account of the books being burned in the furnace in the basement of the office at Columbus.

Q. What period of years did his testimony indicate the accounts inquired of were burned, give what period they covered?

A. He said the papers and books had been burned and I do not know what year.

Q. Had he been asked to produce certain books and papers in that trial and was that his answer?

A. Yes, sir.

Q. What period did the accounts cover that were called for, that he said were burned?

A. The year 1898.

Q. Any prior to that?

A. I do not know.

Counsel made a motion to rule out said testimony on the ground that the same was incompetent and irrelevant?

By the MASTER: The Motion is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

Q. I hand you a blank known as Exhibit "B" in the testimony which was taken in the case of the State ex rel. -vs.- The Buckeye Pipe Line Company, which is headed "Monthly Report" with a ruled line at the head and then printed in columns: "Dealer" in the second column "Address", in the third column "Estimated sales per month," in the fourth column "kind of goods" fifth column, "price", sixth column "If by tank wagon" mark "T"; seventh column
505 "Buy from", and sub columns thereunder headed "name", "point of shipment"; state whether or not that is one of the blanks that is furnished you as agent of the Standard Oil Company of Ohio by any one and who furnished it to you?

Objection by counsel for the defendant on the ground that the same is irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. I got this from Mr. Matthews direct.

Q. Mr. B. A. Matthews of Columbus, Ohio?

A. Yes, sir.

Q. During what years have those been used?

A. We have always had them since I worked for the company.

Q. I believe you gave that date from 1892 to February 7th, 1899 or about that time?

A. Yes, sir, about that time.

Q. You have worked for them continuously since 1892 to February 7th, 1899?

A. Yes, sir.

Q. The blank that you have just referred to I believe you stated has been furnished you, was that furnished to other agents in that territory to your knowledge?

A. Agents that I worked for.

Q. You may state how the blanks were filled out on the exhibit referred to.

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that under the column "dealer" in said blank, the name of an outside dealer or purchaser is therein required to be placed, and under the column "address", is his city and state address, and under the column "estimated sales per month" that the agents are required to gather the information as accurately as possible and place therein the amount purchased by each of the dealers, and under the column entitled "Brand or kind of goods", to place therein the brand of oil purchased by such dealer followed — the price, and under the next column "If by tank wagon", to indicate a proper symbol in that column, and in the last two columns to show from what competitor such goods are purchased, and under the column "point of shipment" that they furnish the Standard Oil Company of Ohio, the point from which said competitor shipped the oil or the factory from where it was shipped.

Q. Is the blank you have just identified the blank that is marked Exhibit "B" in the testimony taken in the case of the State of Ohio ex rel. etc., vs. The Buckeye Pipe Line Company and attached to your deposition?

A. It is the same.

506 Q. Will you furnish the Notary a copy of said Exhibit "B" and make it a part of your testimony in this case? and Mark it Exhibit "A" in this case.

Objection by counsel for the defendant on the ground that the same is incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Yes, sir, I will.

COPY OF EXHIBIT "A."

Monthly Report.

Use copying pencil. Town, ——. Date, —, ——, 1897.
40830.

Dealer.	Address.	Estimated sales per month. R. oil.	Gaso.	Brand or kind of goods.	Price.	If by tank wagon mark "T."	Name.	Buy from point of shipment.

——, ——,
Salesman or Agent.

Q. You may state after you have filled out said blanks what are done with them.

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. They were sent to Mr. B. A. Matthews, General Manager of the Standard Oil Company, Columbus, Ohio.

Q. You may state, Mr. Clark, what use, if any, is made of the memorandum so furnished in the way of other dealers that are furnished to Mr. Matthews or the competitors' names, what use is made of that?

Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

General MONNETT: We expect to show by the answer of the witness that instructions came back either to this agent, or some one expressly sent to these various stations or cities and territories, where such rivals are engaged in the business, and in order to maintain a monopoly and as part of the violation of the decree of this court, they used various devices and means to drive out the competitors to prevent dealers further purchasing oil from such competi-
507 tors or competing companies, and unlawfully reduced the price of the commodity below the cost price and by adulteration and other means, until they have exterminated other competitors, and thereafter again raising the price to the monopolistic price they had established by virtue of their violation of the decree of the court of March 21, 1892.

Q. You may state, Mr. Clark, what means the Standard Oil Company of Ohio have adopted in the various places since 1892 where you have been, to drive out competition and to maintain or establish a monopoly in oil, if any such has been used, beginning in the point or order of time in which you have been employed by them.

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Thereupon counsel for the State excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness and by correspondence with the Standard Oil Company of Ohio since March 2, 1892, up to date they have continuously maintained the monopoly in the sale of refined oil in the State of Ohio by means of destroying the business of competitors in illegal ways and criminal ways, by adulteration and by buying off the agents and employés of the competitive companies and other means that is

particularly within the knowledge of said witness as an employé and agent of said company for said period.

Q. Mr. Clark, had you any correspondence as agent with H. R. Payne as secretary of the Union Tank Line Company of 26 Broadway, New York, since March 2, 1892, in reference to the relationship existing in any way between the Standard Oil Company of Ohio and the Union Tank Line Company?

Counsel for the defendant objected to the question on the ground that it was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that as late as June 12, 1896, and at other times shown by the oral testimony, that the Union Tank Line Company still maintained its monopolistic relationship to the Standard Oil Company of Ohio in connection therewith under the original contract referred to in the decree of March 2, 1892, and the same subsequent to March 2, 1892, as they did prior to March 2, 1892.

Q. Mr. Clark, you may state what experience, if any, you had as agent and employ- of the Standard Oil Company and under its direction in the matter of delivering underweight and under-measurement of oils in barrels to *costumers*, if you had any such orders?

508 Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that under orders he was required in order to maintain a monopoly and defeat competition, to bill out oil at a greater amount in quantity and weight than there actually was in said tanks and barrels, and that such shrinkage would amount in one month at the station of Newark as high as 1600 gallons.

Q. You may state, Mr. Clark, whether they adopted a scheme to maintain such monopoly of inducing competition among their own customers in given localities so as to cut down the retail price and enhance the sales as wholesalers without effecting the wholesale prices of the Standard Oil Company of Ohio, and if so, give the history of it.

Counsel for the defendant objected to the question on the ground that the same was incompetent, irrelevant and immaterial.

By the MASTER: The objection is sustained.

Thereupon counsel for the State excepted to the ruling of the Master.

By General MONNETT: We expect to prove by the answer of the witness that Mr. B. A. Matthews, General Manager of the Standard Oil Company of this district, gave instructions in writing to this witness and other agents to clandestinely procure some one retailer

in the community at Urbana, Ohio, and West Liberty, to reduce their retail price from 12 cents to 10 cents per gallon, so that the remaining customers in such locality of the Standard Oil Company would be obliged to reduce the price and cut the price against one another in order to enhance the monopolistic wholesale prices of the Standard Oil Company of Ohio in such locality and to deceive the public and induce them to believe that there was legitimate competition in that locality.

Q. Mr. Clark, you may state whether the Standard Oil Company of Ohio since March 2, 1892, had a linseed and turpentine department?

Counsel for the defendant thereupon objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: Objection sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that since the decree of the court March 2, 1892, the company maintained a monopoly in the sale of linseed and turpentine oil in the State of Ohio as part of the original contract with the Trust in violation of the decree of the court.

Q. You may state whether or not you have any correspondence, Mr. Clark, with B. A. Matthews, or any verbal instructions from him as to the methods to be used in the handling and sale of linseed and turpentine to dealers in Ohio?

509 Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that he had verbal and written instructions from B. A. Matthews of Columbus, Ohio, and that he personally knows of their method of adulterating linseed oil and turpentine and manufacturing a species of linseed oil out of a patent dryer and raw oil in order to get a concoction which will enable them to defeat competition and maintain their virtual monopoly in their business in the State of Ohio, and also that they adulterated turpentine with gasoline, one of the products, and sell the same in competition with pure turpentine in order to assist in carrying out said trust agreement.

Q. I will ask you if on or about June 20, 1896, you had any orders to perform any services for the Standard Oil Company of Ohio at their request in destroying a competitor's sales to one Forsythe & Kitchen of Urbana in order to establish a monopoly more firmly in that city, and if so, give the correspondence and what you did in that line?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that under his instructions and to carry out such instructions at Urbana he forced a competitor selling to Forsythe & Kitchen out of business in that locality, and established the Standard Oil Compan*le*'s goods until they maintained a virtual monopoly in said city of Urbana from June 20, 1896, as long as he remained there as agent.

Q. As a part of such instructions and as a ratification of my statement, I now offer in evidence a letter dated June 20, 1896, complimenting you on such a diabolical deed, which letter is marked Exhibit "B," and ask the Master to permit the same to be made part of your testimony.

Counsel for the defendant thereupon objected to the introduction of the letter on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Thereupon counsel for the State excepted to the ruling of the Master.

Q. Mr. Clark did you on about June 20th, 1896, receive a letter headed "Standard Oil Company, Columbus, Ohio." Addressed to you at Urbana, Ohio, acknowledging the receipt of a letter from you on the 19th inst., in which you were complimented upon being able to get the above mentioned Forsythe & Kitchen in line and trusting that you would be able to get Dr. Carver in line after a while and signed by Mr. Matthews?

510 Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Yes, sir.

Q. Is that letter the same letter that is marked Exhibit "E" in the testimony taken in the case of the State of Ohio ex rel. Attorney General vs. The Buckeye Pipe Line Company?

A. Yes, sir.

By General MONNETT: Your Honor please, we now offer a copy of Exhibit "E" that is in the testimony of the State of Ohio ex rel. Attorney General vs. The Buckeye Pipe Line Company.

Counsel for the defendant thereupon objected to the introduction of said Exhibit "E" on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show that such a letter was received.

Q. What did the expression "compliment you on being able to get Forsythe & Kitchen in line" mean?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that the alleged compliment was on account of a diabolical deed in the matter of destroying the business of a competitor that had been handled by Forsythe & Kitchen at West Liberty and that the means adopted in that case were in line with a policy adopted by the Standard Oil Company of Ohio to defeat the decree of the court in still maintaining a virtual monopoly and maintaining the contract decreed against in March 2nd, 1892.

Q. What years did you say you were at Marietta employed in the capacity of agent for the Standard Oil Company?

A. I was warehouse boy and office boy.

Q. About what period of time?

A. I think about a year.

Q. Covering what time?

A. Either 1892 or 1893, I cannot say positively.

Q. It was subsequent to March 2nd, 1892?

A. Since that time, yes, sir.

Q. State what competitors in the refining and sale of oil existed at that time and what became of them, if anything, at Marietta?

A. The Argand Refining Company; the Producers Oil Company; the Marietta Oil Works, by Mr. Cartey, and George Rice. I
511 do not know whether they had a regular name for his or not. I know the place was owned by George Rice.

Q. What became of these respective plants

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

General MONNETT: We expect to show by the answer of the witness, that by means of maintaining the trust contract between the Standard Oil Company of Ohio and 20 constituent companies referred to in the testimony of John D. Rockefeller that they through the transportation of the crude oil and through other means adopted of destroying competition in the refined product, that they step by step empaled all their victims and destroyed all other competition in Washington County until they established a virtual monopoly in that oil field.

Q. You may state Mr. Clark if while you were such employé and agent of the company whether they adopted any means of carrying out their monopoly and trust contract by giving rebates to any of the railroads, and if so give what you know about that.

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that since the decree of the court March 2nd, 1892, that at least two railroads in the State of Ohio gave the Standard Oil Company rebates, and that part of his duties was to keep an accurate report of the amount of oil shipped over these particular roads and on a basis that they were getting a monthly rebate below the price given to other competitors as common carriers.

Q. You may state Mr. Clark whether there was any system of defeating competition and establishing a monopoly and maintaining said trust contract by way of rebates in oil barrels, and if so give the history of that.

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that the market price of barrels to the general customer was from 75 cents to 80 cents but in order to defeat a competitor and give advantage to such proposed customer he was a given a
512 secret rebate in the way of paying 25 per cent. and 30 per cent. more for barrels than the market price and allow his credit to go on the oil purchased.

Q. What methods were adopted by the Standard Oil Company of Ohio, if any, since March 2nd, 1892, in buying competitors oil and secretly rebranding them Standard Oil Company Oil in the warehouse, at points where you worked?

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: I sustain the objection.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that one of the methods to maintain a virtual monopoly in the sale of refined oil was to force a competitor's customer to sell to them their oil on various pretenses, such as denouncing its quality and grade, and after buying it at a reduced price, re-branding it as their own brand and selling it at a higher price, being one of the means used to destroy competition and maintain their monopoly under their original plan with the constitutent companies.

Q. You may state Mr. Clark what methods they have of avoiding inspection of oils in the City of Newark under the State law since you have been here, if any and since the decree of the court.

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that the inspection tags and brands are furnished and they are placed on the barrels without inspection at this point, and sold from wagons without inspection as required by law in order to save the expense of inspection and enable them to maintain more readily a monopoly in the prices of oil in the City of Newark.

Q. I will ask you if there has been any inspector in the City of Newark inspecting oil handled by the Standard Oil Company of Ohio.

Counsel for the defendant objected to the question upon the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that there has not been any inspectors inspecting oil here other than the employés themselves who simply under the instructions of the Standard Oil Company place the inspection cards on the barrels and tanks.

513 Q. You may state Mr. Clark whether you from your own knowledge, either as an officer, agent or employé of the Standard Oil Company know that they have maintained the same monopoly and system of doing business since March 2nd, 1892, as they did immediately prior to that time?

Counsel for the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the state thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that they have.

Cross-examination.

Examined by Mr. NEAL:

Q. When did you say you left the employ of the Standard Oil Company?

A. February 7th, 1899.

Q. You were discharged by the Company were you not?

A. Not as they can show.

Q. That does not answer the question, I want you to answer whether or not you were discharged by the Company?

A. They told me not consider it a discharge.

Q. I asked you the question whether you were not discharged by the Standard Oil Company?

A. They came and wanted me to go to work on the tank wagon the next morning, that if I would go to work that my salary would be paid. I do not know whether I was discharged or not, they wanted me to go to work the next morning.

Q. In the same capacity you had been working?

A. I could have gone on the wagon.

Q. You were acting as agent up to the 7th of February, 1899?

A. I was tank wagon driver in the past.

Q. Were you not discharged by the Standard Oil Company on the 7th of February, 1899, because you were short in your accounts

A. No, sir.

Q. Were you not charged by the company as being a defaulter and therefore discharged.

Counsel for the State objected to the question on the ground that it is incompetent.

By the MASTER: That is a double question.

By Mr. NEAL: Then I will strike out the former, and therefore discharged.

Q. Were you not charged by the company as being a defaulter?

A. The charge was embezzlement.

Q. Are you not now under arrest for embezzlement.

514 Counsel for the state objected to the question because the records are the best evidence.

By the MASTER: The objection is overruled.

Counsel for the State thereupon excepted to the ruling of the Master.

A. Yes there is a trial going on.

Q. Are you under bond?

A. Yes, sir.

Q. I will ask you if you were not arrested for grand larceny during the month of February, 1899?

A. I was arrested.

Q. I will ask you if you was not arrested for forgery?

A. There was but they made no case.

Redirect examination.

Examination by Mr. BENNETT:

Q. State Mr. Clark who caused your arrest for grand larceny?

A. I cannot say, Mr. Fleming said he did not know what he was signing when he signed the warrant and also when they came to try the case they said they had no case.

Q. Who was Mr. Fleming that swore to the affidavit?

A. He is a Standard Oil man.

Q. Where does he work?

A. At the station at Newark.

Q. What did he say to you concerning the contents of the affidavit if any thing?

A. He said he did not know about it, that it was a Company case.

Q. Before what Magistrate was that case called?

A. Mr. Florry.
Q. Of what Township or City?
A. The City of Newark.
Q. What became of the charge of grand larceny, made against you by the Standard Oil Company?
A. They said they had no evidence and the case was dismissed.
Q. What became of the other charge of embezzlement?
A. It is to be decided this afternoon at 2 o'clock.
Q. Has the hearing been had before the Justice of the Peace?
A. Yes, sir.
Q. Who was the complainant in that case, who made the affidavit?
A. Mr. E. C. Lockwood.
Q. Who is he?
A. Auditor of the Standard Oil Company.
Q. Where does he reside?
A. He said the other day at Cleveland.
Q. Was he here to testify in that case?
A. He was here part of the case and then he left and did not come back.
Q. Who else were the complainant's witnesses.
A. Mr. B. A. Matthews.
Q. Who is he?
A. Manager of the Standard Oil Company of the South Eastern District.
Q. Who else?
A. Nathan Woodward.
515 Q. What position does he hold in the Standard Oil Company?
A. Cashier.
Q. Where does he reside?
A. Columbus.
Q. Who else?
A. Mr. Fleming.
Q. Who is he?
A. He drives a country tank wagon.
Q. Is he in the Station at Newark?
A. Yes, sir.
Q. Was there any body else?
A. I do not remember of any.
Q. Were you present during all of the testimony of the various witnesses mentioned by you?
A. Yes, sir, I may have stepped out, but was right back.
Q. Did Mr. B. A. Matthews testify?
A. Yes, sir.
Q. Did he finish his testimony?

Counsel for the defendant objected to the question on the ground that the same was irrelevant and incompetent.
By the MASTER: The objection is overruled.
Counsel for the defendant thereupon excepted to the ruling of the Master.

A. He was to come back, heard Mr. Smythe tell him he wanted

him to stay. He did not come back; they called him, and he was not here.

Q. Did he leave without permission of the court before his testimony was finished?

A. I know Mr. Smythe told him to stay and he did not.

Q. What date was that?

A. I think it must have been Thursday of last week.

Q. Has he come back to testify yet?

A. No, sir.

Q. Did not the Standard Oil Company or the complainant in the action close their testimony without hearing the balance of Mr. Matthews' testimony, after the hearing had began?

A. He was not back to give any testimony; they called for him, but he did not come.

Q. Now the case has been submitted to the Magistrate, has it not?

A. Yes, sir.

Q. Now what was the amount that you were charged with embezzling?

A. $109.64.

Q. How much did the witness, E. C. Lockwood, say you were guilty of embezzling?

A. $109.64.

Q. How much did the witness, B. A. Matthews, say?

A. I do not know as he knew; he did not say.

Q. When they were testifying to the shortage in your accounts, were not the books of the company called for by your counsel to show your account on their books?

Counsel for the defendant objected to the question on the ground that it was immaterial and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Mr. BENNETT: We propose to prove by the answer of this
516 witness, that before the Magistrate, at the hearing which is testified to, on cross-examination, in answer to an interrogatory propounded by Mr. Neal, that the books of the company were called for, to show a statement of the account between Mr. Clark and the Standard Oil Company, at which time the witness for the Standard Oil Company responded that the books had been burned and they were unable to produce them.

Q. Now, Mr. Clark, I will ask you if, after the Standard Oil Company had brought this accusation against you, did they make a proposition with you to settle with you and drop the suit?

Counsel for the defendant objected to the question on the ground that the same was irrelevant and immaterial.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. I was to pay $142.60, and $109.00 was what they called lawyers' fees.

Q. I will ask you, Mr. Clark, what was done with that proposition, what did you do with that proposition, did you reject it, in other words?

A. Yes, sir.

Q. Who charged you with forgery?

A. Mr. Fleming.

Q. The man that drove the country tank wagon?

A. Yes, sir.

Q. What became of that charge of forgery?

A. It was dismissed.

Q. Who dismissed it?

A. They had no case.

Q. Was it dismissed without any evidence being introduced?

A. Yes, sir.

Q. Now during all this time and at the time of your shortage, were you or not a competitor of the Standard Oil Company or were you working for them?

A. I had made arrangements, but had not got my oil in yet.

Q. Did the Standard Oil Company know you were going out of their employ and sell independent oil?

A. They knew it.

Q. Did you not get a letter from Mr. B. A. Matthews, Columbus, Ohio, under date of February 4, in which he says: "I do not wish you to consider this as a discharge"?

A. Yes, sir.

Q. Did you ever receive any other word that you were discharged?

A. No, sir.

Q. Who made the proposition to settle with you, and was it made in writing?

A. Mr. Black made the proposition.

Q. Who is Mr. Black?

A. Lawyer for the Standard Oil Company.

Q. Did he prosecute the case before the Magistrate for the Standard Oil Company?

A. Yes, sir.

Q. So that in two of these three cases in which forgery, embezzlement and grand larceny were charged, two of them were voluntarily dismissed by the Standard Oil Company and their agents, and the complainants said they had no case?

A. Came in and said they had no case.

517 Q. The other case has not as yet been decided?

A. No, sir.

Q. Now did you ever know of the Standard Oil Company resorting to these same methods with their other employés?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: Objection sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Mr. BENNETT: We expect to show by the answer of the witness, that the same methods have been adopted by the Standard Oil Com-

pany in regard to some others of their employés for the purpose of keeping them from entering the employ of an independent oil company.

Q. How long have you lived in the city of Newark?

A. The first time I came here was in October, 1896, for five or six weeks, and in 1897 I came here the first day of April and have been here since.

Q. Have you ever been arrested before this?

A. Never in my life.

Q. Have you ever been accused by any person except the Standard Oil Company of taking anything from them?

A. No, sir.

Q. Have you ever been accused by any one except the Standard Oil Company of embezzlement?

A. No, sir.

Q. How long did you work for the Standard Oil Company prior to this?

Counsel for the defendant objected to the question on the ground of being irrelevant and incompetent.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. I went to work in 1892 or 1893.

Q. Did they ever make any charge against you prior to this?

A. No, sir.

Q. Have you handled their cash for years while you were in their employment?

A. Yes, sir.

Q. You have been in charge of their cash?

A. Yes, sir; in six months I handled over $40,000 for them.

Q. How much would their cash accounts coming into your hands amount to per month?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. In Columbus I have taken in as much as $800 a day, and in Newark it would run $100 to probably $175 and $200. I have had days that run $400 here.

Q. At that time you were not thinking of leaving their employ to work for any independent oil company?

A. No, sir.

518 Q. Did they ever make any accusation against you until you proposed to leave their employ and work for an Independent Oil Company?

A. I never heard of anything.

Q. Did you at the trial of the case referred to present the letters in writing from B. A. Matthews, the General Manager of the Stand-

ard Oil Company at Columbus, showing his directions to you as such agent?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Mr. BENNETT: We expect to show by the answer of the witness that such letters were in the hands of the accused and that he was directed by the Standard Oil Company through its agent, B. A. Matthews, to do certain things, and directed to do certain things which under the laws of the State of Ohio would be criminal.

Q. So that up to this time—I will ask you if you have received from the Standard Oil Company through the agent in charge of this territory, and who is your superior officer, any discharge at all from the employ of the company?

A. No letter or verbal.

Recross-examination.

Examined by Mr. NEAL:

Q. Don't you know that the Fidelity Deposit Surety Company was the prosecutor in this case of embezzlement against you and not the Standard Oil Company?

Counsel for the State object to the question because he was asked if he was not charged with embezzlement by the Standard Oil Company.

By the MASTER: The objection is overruled.

Counsel for the State thereupon excepted to the ruling of the Master.

A. Mr. Lockwood swore to the charge and said he was authorized to do it by the Standard Oil Company.

Q. Don't you know that Mr. Black appeared as attorney for the Fidelity Deposit and Surety Company?

A. He was for the Standard Oil Company; he told me he was for the Standard Oil Company.

Q. This Mr. Fleming is the tank wagon driver for the country?

A. Yes, sir.

Q. I will ask you if when Mr. Lockwood came down here and found you short in your accounts if you did not get a horse and follow Fleming into the country, and get a $200.00 check from him upon the agreement not to draw the money on it, that you simply wanted it for the purpose of showing the check to Mr. Lockwood and making him believe that you had the money?

A. No, sir.

519 Redirect examination.

By Mr. BENNETT: Didn't Mr. Lockwood, the Auditor of the Standard Oil Company from Cleveland, in his testimony given before the Magistrate, in the charge brought against you say that it was brought by the Standard Oil Company?

Counsel for the defendant object to the question on the ground that the same is irrelevant and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Mr. BENNETT: We expect to show by the answer of the witness that Mr. Lockwood was present and so testified, that the Standard Oil Company was the one that brought the suit, and that said Lockwood was the man that swore to the affidavit upon which the witness was tried.

W. H. CLARK.

Witness signed the notes of the Stenographer.

Thereupon counsel for the defendant made a motion to strike out that part of W. H. Clark's testimony in which he stated that B. A. Matthews swore that they had burned the books at Columbus, or the papers and books for the year 1898.

By the MASTER: Motion overruled.

Thereupon counsel for defendant excepted to the ruling of the Master.

By the SPECIAL MASTER COMMISSIONER: The Special Master Commissoner at the close of this testimony desires to state that under the order of the Honorable the Supreme Court of Ohio, to him directed in this case, he was ordered to take such testimony as is pertinent to the issue and raised by the pleadings in this proceeding. That he does not consider that any testimony seeking to establish the fact that the defendant company is striving to create or continue a monopoly or destroying compettition in the business, is pertinent to the issue in this case, or raised by the pleadings. Referring to the decision of the Supreme Court in the 49 O. S. Report, and the Journal Entry in said case as a basis for such decision in connection with the order to him directed.

C. W. THOMPSON, being first duly sworn, testified as follows:

Examined by General MONNETT:

Q. State your name.
A. C. W. Thompson.
Q. Where do you reside?
A. In Newark.
Q. How long have you resided here?
A. Seven years.
520 Q. What has been your business?
A. Grocery clerk most of the time.
Q. In the last seven years has it been a grocery clerk?
A. All but about a year of it.
Q. What have you done the rest of the time?
A. Different things.
Q. Did you work for the Standard Oil Company?
A. I have been selling oil for a while.
Q. What time did that cover?
A. Since the 9th of January, 1899.

Q. What were your duties as salesman of oil?
A. Retailed at the houses all around the city.
Q. You were formerly an employé of an independent dealer in oil, by the name of Falen?
A. I was working for him in his grocery.
Q. Did he sell Standard Oil Company oil?
A. I guess he sold some of both parties.
Q. Were you employed by the Standard Oil Company to sell oil from house to house?
A. I cannot say as to that.
Q. Who paid you?
A. Mr. Hollingsworth.
Q. Who is Mr. Hollingsworth? What are his initials?
A. H. S. Hollingsworth.
Q. Do you suspect him being a representative of the Standard Oil Company?
A. I do not know anything about it.
Q. Does he pay you personally?
A. In his name.
Q. As agent?
A. No, sir.
Q. How does he pay you, by check or cash?
A. Check or draft.
Q. On what bank?
A. Deshler.
Q. How much does he pay you per day?
A. He pays me by the week.
Q. How much per week?
A. $12.00.
Q. $2.00 a day?
A. Yes, sir.
Q. What oil does he hire you to sell, what brand?
A. Silver light.
Q. Who makes that brand, what company?
A. The Standard, I guess.
Q. The Standard Oil Company of Ohio brand, and Mr. Hollingsworth furnishes that for you, does he?
A. I buy my oil.
Q. From whom?
A. Standard Oil Company.
Q. At how much a gallon?

Counsel for the defendant objected to the question on the grou that the same was irrelevant, immaterial and incompetent.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to prove by the answer of the witness that he is a special Employé of the Standard Oil Company at this point, and they give him certain secret rates on oils for the purpose of exterminating competitors, and that he only sells
521 prncipally to customers that are using competitors' oil, and that it is one of the schemes they have adopted to destroy competition.

Counsel for the defendant made a motion to strike out the statement for the reason that there was nothing stated that would indicate the price.

By the MASTER: Motion overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

Q. State then, Mr. Thompson, whether you do not work in conjunction with Mr. E. G. Matthews, an employé of the Standard Oil Company?

Counsel for the defendant made an objection to the question on the ground that it was leading, incompetent and irrelevant.

By the MASTER: The objection is overruled.

Counsel for the defendant thereupon excepted to the ruling of the Master.

A. Yes, sir.

Q. You only place oil where there is competition, do you not? and where they are using other people's oil instead of the Standard?

Counsel for the defendant objected to the question on the ground that it was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that he and Mr. E. G. Matthews are employed by the Standard Oil Company and work in pairs, that Mr. Matthews noses out the competitors, and he follows him up with his oils and places Standard Oil Company oil against any competitor's oil at any rates they can induce citizens to buy, in order to exterminate competition.

Q. Do you not make a report of your work to Mr. E. G. Matthews?

A. No, sir.

Q. To whom do you make a report of your work?

Counsel for defendant objected on the ground that it was assuming that he did report to some one.

By the MASTER: Objection overruled.

Counsel for defendant thereupon excepted to the ruling of the Master.

A. Mr. Hollingsworth.

Q. Where is he at?

A. At Columbus.

Q. Is it not Mr. B. A. Matthews there?

A. I do not know.

Q. What kind of a report do you make to Mr. Hollingsworth at Columbus, Ohio, of your work?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: Objection sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

522 By General MONNETT: We expect to show by the answer of the witness that he makes reports to Mr. Hollingsworth, of the Standard Oil Company, on blanks furnished for that purpose, of the progress he makes in defeating competition and exterminating competitors in the City of Newark.

Q. Do you sell to any others than customers that are using competitive oil, that is, oil from competitors in the City of Newark? You sell to no one except those names furnished you by E. G. Matthews?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that E. G. Matthews, a special in beating competition, follows the tank wagons of the competitors from house to house and makes alleged tests of a certain oil of the Standard Oil Company, and that he is followed up by this witness, and by their misrepresentation of the competitors' oil and by cutting rates they use this as a means to maintain a monopoly of the Standard Oil Company of the sale of refined oil in the City of Newark, contrary to the decree of the court of March 2nd, 1892.

Q. Do you have your oil inspected that you handle?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: Objection sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Q. Is it inspected here before you start out with it?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

Q. Have you any inspection brands on your wagon?

A. No, sir.

Q. How long have you used the tank wagon for the sale of oil without an inspection tab or brand on?

Counsel for the defendant objected to the question on the ground that the same was incompetent and irrelevant.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that the Standard Oil Company openly violates the State law by using tank wagons without inspection brands upon them as is required by law, and without the oil or contents thereof being

inspected, as part of their means of defeating competitors who are obliged to use inspected oil.

Q. Who furnishes you this wagon?

Counsel for the defendant objected to the question on the ground that it was incompetent, irrelevant and immaterial.

523 By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By GENERAL MONNETT: We expect to show by the answer of the witness that this wagon is furnished by the Standard Oil Company of Ohio.

Q. Who furnishes you the horses you drive and the feed for the same?

Counsel of the defendant objected to the question on the ground that the same was incompetent and immaterial.

By the MASTER: The objection is sustained.

Counsel for the State thereupon excepted to the ruling of the Master.

By General MONNETT: We expect to show by the answer of the witness that the same is true of the horses and the feed, that they are furnished and paid for by the Standard Oil Company of Ohio as part of the monopolistic scheme.

Thereupon by agreement witness signed the Stenographer's notes as follows:

C. W. THOMPSON.

Thereupon the further taking of testimony was adjourned.

ALLAN T. BRINSMADE,
Special Master Commissioner.

And afterwards, to-wit, on the 17th day of March, 1899, the following deposition, (No. 10), taken at New York, was filed:

524 JOHN D. ARCHBOLD, being first duly sworn, was examined as follows:

Direct examination.

By Mr. ELLIOTT:

Q. Where do you reside, Mr. Archbold?

A. In New York City.

Q. State, Mr. Archbold, whether you were one of the trustees of the Standard Oil Trust when it was in existence?

A. I was.

Q. State whether since March 21, 1892, you have been one of the liquidating trustees of the Standard Oil Trust?

A. I have been.

Q. Mr. Archbold, you may state whether at any time you had a conversation with Mr. Geo. Rice, of Marietta, Ohio, in relation to the sale of his refining plant at Marietta and also in reference to the

discontinuance of litigation which he had instituted or caused to be instituted in different courts and the abandonment of further litigation against the Standard Oil interests?

The ATTORNEY GENERAL: I note an objection to that question for not stating or connecting it with this case, or fixing a time when the conversation was had.

The COMMISSIONER: Objection overruled.

A. I did have such a conversation.

Q. Where?

A. At the office of the Standard Oil Company at 26 Broadway in the latter part of 1886.

Q. State that conversation in full——

The ATTORNEY GENERAL: I note an exception because this case was not pending and was not filed until November 7, 1897.

Q. (Continuing:) How the meeting was brought about and all that was said by you and by him, as near as you can recollect?

The ATTORNEY GENERAL: I note an objection to the question as being incompetent and irrelevant. Will you state the object of that?

Mr. ELLIOTT: The principal object is to contradict the testimony of George Rice given in this proceeding on behalf of the State.

The ATTORNEY GENERAL: I add the further objection that the same is incompetent and irrelevant.

525 A. The interview came about at the request of Charles E. Orvis, the broker, who came to me, desiring to negotiate with reference to the Rice business. I was unwilling to pursue the negotiation with Orvis, and he then said that Rice himself would be very glad to come and have an interview regarding it, and to that Rice consented, and Rice came to my office at 26 Broadway. I met him and told him that I was willing to listen to what he had to propose and he began with a very general talk as to his relation to the business.

Q. What business?

A. As to his relation to the oil business, what he could do and had done with reference to litigation. He said he had been the means of instituting many actions against our interests and against the railroad interests, whom he charged with having many contracts with us, and that he had many more in contemplation; that he had been instrumental in having actions instituted against the Railroads before the Inter-State Commerce Commission and against ourselves in connection with the railroads, and that he had others in contemplation that he felt would be of a very serious nature to our interests; that he believed he could carry them to the point of having the charters of certain railroads annulled. "And now," he said, "further than all this, I am in the oil business; I have the ability to put oil in small quantities into various markets and make prices for you to sell on, and all this I am doing and intend to do unless you will buy me out. "Well," I said, "Mr. Rice, I do not for a moment concede the correctness of your statements with reference to the railroads. You have made yourself considerable of a nuisance with reference to the inauguration of the proceedings which pos-

sibly might have affected the markets, by the quotations. I am not personally familiar enough with the market question to know the real import of what you say in that respect. But what is your price for all this?" "Well," he said "I have given the subject careful consideration and I want half a million dollars. I am willing to take two hundred and fifty thousand dollars in cash and fifty thousand dollars a year for five years." "And," I said, "what do you propose to do for this consideration? "Well," he said, "I
526 propose first to get out of the oil business or manage my business under your direction, so as to accomplish the best possible results for you. If I stand as apparently in an independent position"——

Mr. MONNETT (interrupting): You say fifty thousand dollars a year for five years?

A. Yes. (Continuing:) "If I make this deal and continue to stand before the trade in an apparently independent position, very large benefits can accrue to your people by such connection. People will think that I am there as a competitor and others will be deterred from entering the field." So much for the oil business. "What about your litigation?" He said, "I have the control of all these litigations. I can influence the withdrawal of the Inter-State Commerce actions, and it is important for you to act quickly, as I am on my way to Washington now to press one of the actions and possibly institute another." "Then," I said, "this deal would mean the withdrawal of all such litigations?" And he said, "Yes, certainly, and the co-operation by me all along the lines of the business for the benefit of your business." I said, "Mr. Rice, it strikes me that five hundred thousand dollars is a great deal of money to pay for what you have and what you propose to do." "Well," he said, "I make no argument with reference to the question of value, which I do not claim to be anything approximating this figure."

Q. Value of what?

A. "Value of my property."

The ATTORNEY-GENERAL: You are now narrating a conversation, or just narrating your conclusions of it?

A. I am giving the words as near as I can recollect, and this occurred in 1886. He said, "I do not make any serious claims as to the value of my property, but what I have to propose of value is in my withdrawal and refraining from litigation and in what I can do toward the injury of the business of your concern in the markets." "Well," I said, "Mr. Rice, how much do you think that would amount to?" And he said, "I think I can hurt you a million dollars a year and you can very well afford to pay me half a million to get me out." That is the substance of the conversation. I told Rice that we would take it under consideration. It impressed me that his
527 demand was altogether extravagant, but that I would take it under consideration with my associates and communicate with him further. Now I desire to say in the most pronounced terms that Rice's proposition and manner as a whole impressed me as not being a proposition of a business man making a business proposition, but as a pure, unadulterated effort to blackmail. I should say that Rice said in the event of our unwillingness to make

this trade with him he should continue in his line of attack in all ways possible, and that he had other things in view that would harass us greatly.

Q. Will you state if Mr. Rice is present here in the room?

A. Yes, he is.

Q. Will you state whether at a subsequent time any person came to you in reference to the same matter on behalf of Mr. Rice?

A. In 1890 Mr. Orvis came again.

Q. State whether he brought anything from Mr. Rice.

A. He did. He brought an authorization from Rice to again take up the question of a negotiation with us.

Q. A written authorization?

A. A written authorization.

Q. What became of that written authorization?

A. He declined to leave the written authorization with me, but he showed it to me. I knew his writing.

Q. Knew whose writing?

A. I knew Rice's writing.

Q. Well, was the paper that Mr. Orvis exhibited to you in the handwriting of Mr. Rice?

A. The signature was in the handwriting of Mr. Rice, but I am not positive as to the body of the paper.

Q. State whether you at that time had a conversation with Mr. Orvis with reference to Mr. Rice's property and his property. State whether you had a conversation with Mr. Orvis upon the same subject that you did with Mr. Rice previously?

A. I did.

Q. And was that conversation in pursuance of the written authority presented to you by Mr. Orvis from Mr. Rice?

A. It was.

Q. And that was in 1890?

A. That was in 1890.

Q. You may state whether Mr. Rice has at any subsequent time sent other persons to you with a view of conducting similar negotiations as the one to which you have testified?

The ATTORNEY-GENERAL: I note an objection. It is no concern of the plaintiff.

A. He has at different times sent different individuals to us for the same purpose.

Q. Mr. Archbold, you may state, if you know, as one of the Liquidating Trustees, what amount of Standard Trust certificates have been converted into stocks of the different companies since October 10, 1898, when Mr. Rockefeller was on the stand in behalf of the State in this proceeding?

The ATTORNEY-GENERAL: You mean Standard Oil Trust certificates? I will say Standard Oil Trust certificates and what
528 are known as assignments of legal title? You may include both in your answer.

A. Since that time there have been about 55,000 shares of the outstanding trust and legal title certificates converted into the shares of the various companies.

Q. State how much stock of the Standard Oil Company of Ohio in pursuance of the surrender of the certificates, you have named the amounts of certificates, have been issued since October 10 to stockholders?

A. I think something over 2,000 shares, 2,100 perhaps.

Q. State the number, if you know, the present number of the stockholders in the Standard Oil Company of Ohio—individuals, I mean.

A. I should say between 90 and 100.

Q. How many stockholders does the list issued of stock of October 10, 1898, represent?

A. About 50.

Q. In the course and process of liquidation pursuant to the resolutions of March 21, 1892, what, if any, practical difficulties were encountered unforeseen at the time of the dissolution of the Trust?

The ATTORNEY-GENERAL: I note an objection to that question as direct, leading and suggestive and echoing an answer.

Q. Please state fully and in your own way.

The COMMISSIONER: The question appears to be somewhat leading.

Q. I will withdraw that question. State, Mr. Archbold, whether or not difficulties were encountered in the course of the liquidation of the Standard Oil Trust after the adoption of the resolution to dissolve the same on the twenty-first of March, 1892?

A. We did encounter very grave difficulties. The shares of the Standard Oil Trust, when we got beyond the ownership of the large holders, were very widely distributed, there being some three thousand or more shareholders scattered practically all over the earth, not only in this country, but in foreign countries. They were held by estates, by widows and orphans, by charitable institutions, colleges, hospitals, etc., and when we came to ask them to exchange a security which was marketable and available for collateral purposes for the stocks of the various companies representing the same equitable interest, but which were without marketable value or known in the financial world, they simply refused; and in spite of anything, any effort that we could make in the matter, they continued to refuse. The effort on our part was made in entire good faith and with every expectation of our ability to carry it forward. We did carry it forward to the point of what was considered a compliance with the order of the Court. There was no intention at any time to evade or trifle with that order of the Supreme Court of Ohio.

The ATTORNEY-GENERAL: We ask to have the last conclusion stricken from the record, as that is a mere conclusion of the witness.

A. (Continuing:) But having reached, as I say, what we felt to be a practical compliance with the order of the Court, the
529 matter has gone along in the way that has already been described in the testimony. There was another very grave difficulty in connection with the matter, and that lay in connection with the fact that many of the shareholders of the Standard Oil Trust were so small in their holdings that to attempt to divide their

interests into the shares of the different companies was almost a practical impossibility, and any drastic effort on our part as Trustees to compel the submission of their shares would have resulted in a panic to the shares, and in great loss to many hundreds of small holders. It was our conscientious and faithful effort to guard against loss to small holders in any such course. We might easily have adopted a course that would have made it possible for the large owners in this business to have crowded small holders to the wall by such a proceeding, but we never desired to do that and pursued a course to guard against it; and that has been our effort all the way through, to protect the small holders.

The ATTORNEY-GENERAL: I note an objection to the argument and legal conclusion of the witness.

A. (Continuing:) In spite of all this, however, we have gone forward and more particularly during the past several months since this agitation began, in a further and more vigorous effort to have the Standard Oil Trust shares and the shares of legal title submitted, with the result which I have already stated; and it is not amiss to say that we now expect that within a reasonable time we will accomplish practically the entire change without sacrifice to the small owners.

The ATTORNEY-GENERAL: I object to the speech of the witness, and to what is practically a summing up of the whole contention in this case.

Q. State, Mr. Archbold, if you are through with that branch of it, whether you were present at the meeting of the shareholders of the Standard Oil Trust on the twenty-first of March, 1892?

A. I was.

Q. Were you Secretary of the meeting?

A. I was.

Q. State what was done after the resolutions were adopted which are already in evidence in this proceeding by way of giving notice to the shareholders of the proceedings, if anything?

A. Notice was given to all shareholders.

Mr. FLAGG: The Attorney General objects to this testimony as not the best testimony; that must be a matter of record, of written record, and the Attorney General suggests that the best evidence should be produced here.

Q. What would have been the effect upon the Standard Oil Company of Ohio, if the liquidating Trustees had sold the stock of that Company instead of pursuing the course they did?

Mr. FLAGG: That question is objected to as calling for a mere conclusion.

The COMMISSIONER: You may answer the question.

A. The effect would have been disastrous not only to the business but to the interests of the small shareholders who could not
530 have protected themselves in such a proceeding. It might easily have operated to have thrown out of employment a

great number of men in the state of Ohio, and would have been hurtful alike to the business and to the consumers of the oil throughout the country.

Q. Mr. Archbold, I call your attention to this: Mr. George Rice in the course of his testimony at Columbus, O., in this proceeding, said "they," meaning the Trustees, "could very easily have turned over all these corporate stocks back to the original corporation, and notified the Trust Certificate holders that they could bring in their trust certificates and have them transferred into corporate stock, or they would receive no dividends." What do you say as to the practicability of that plan.

(The answer to the foregoing question was directed by the Commissioner to be marked for identification, Answer No. 42, as the same will doubtless be referred to hereafter.)

A. I say that any such proceeding on the part of the Trustees would have resulted in a panic in the value of the shares of the Trust Stock and an immense injustice and loss to the great body of shareholders; a few of the large owners might possibly have protected themselves and might have made victims of the small owners, but there could be no other effect than an immense loss. There was no market value for the shares of the constituent companies, and a small shareholder would have found himself utterly without a market for his holdings. Many people were borrowers of money with the stock pledged as collateral and would have been utterly at the mercy of any person or persons who might have been in possession, to take advantage of their necessities. Such a thing was a commercial impossibility.

The ATTORNEY GENERAL: I move to strike out the answer because it is a mere conclusion of the witness and does not state the facts.

Q. You may state whether the officers of the several companies had any means of knowing who were the beneficial owners of the stocks? In other words, who the owners of the trust certificates were?

A. They had no means of knowing.

Q. State whether the ownership of the trust certificates prior to the dissolution of the trust and since were changing?

A. It was constantly changing.

Q. State whether the officers of the several companies had any means of knowing the proportion of stock in the same that a certificate holder would be entitled to?

A. No, they did not know.

The ATTORNEY-GENERAL: I make a motion to strike out that answer from the record, because it is a mere conclusion.

Q. How, if you know, was the plan of dissolution determined upon? The plan that was adopted was adopted under whose advice, and what advice was taken, if any?

A. Well, the advice of counsel was taken.

531 Q. As to the plan to be pursued?

A. As to the plan to be pursued in dissolving the trust and the action all together.

Mr. FLAGG: These questions are objected to on the ground that it has not yet appeared and does not appear pertinent to this inquiry, that any evidence as to what the trust did need be submitted; that evidence as to what the trust did, is not pertinent here.

Cross-examination by ATTORNEY GENERAL:

Q. You stated, Mr. Archbold, in the beginning of your testimony, or rather narrated some conversations and propositions which were made by Mr. George Rice in reference to his trying to sell out his business, or, as you took it, to blackmail you into paying him a given sum, perhaps a million dollars. What occasioned this strife, this collision, that is referred to that you were trying to sell out, between George Rice and your Company.

Mr. KLINE: That question is objected to as not being proper cross-examination.

The COMMISSIONER: The question may be answered.

A. Why, my opinion is that Rice, finding himself with a badly located and poorly equipped little refinery and unable to compete on business ground attempted the blackmail line rather than legitimate business and has been following it, or attempting to follow it ever since.

Q. You mean badly located?

A. Yes.

Q. And why?

A. It was in those years very badly located all through. The early history in those years shows this.

Q. And it was bad business methods, you think?

A. I do.

Q. Was it one of those bad business methods that you referred to wherein the C. & M. Railway charged Mr. Rice thirty-five cents a barrel for freight from Maxburg to Marietta, in which the Standard Oil Company had the same shipments made for the same distance at ten cents a barrel? Or in other words, got twenty-five cents a barrel back from the railroad company, which was a discrimination on oil shipped by Mr. Rice and all other competitors?

A. As a matter of fact, there never was any such thing. This is one of the stories that Rice has kept exploiting as one of his articles in trade to you and other gentlemen whom he has succeeded in convincing that it was true. As a matter of fact, there was in the early history of that business some arrangement made between our people and the railroad, but as soon as it came to the knowledge of our people and our counsel, it was abrogated. The whole amount that was ever involved was about $15, and Rice has had books written and papers exploited for fifteen years on account of it, and that $15 was sent back. That is about the history of that Rice railroad matter.

532 Q. So that your testimony that you have given to-day, all of it is as accurate as this information you have just given?

Mr. KLINE: I object to it.

The COMMISSIONER: The objection is sustained.

Q. Mr. Archbold, don't you know that there was an adjudication of that and Judge Baxter of Columbus brought out or developed a contract from the Receiver, and a judgment was rendered against you people for the amount involved and the Receiver had to withdraw from the contract and the Receiver was discharged and a new Receiver was appointed in the case of the Cleveland and Marietta Receivership before Judge Baxter in the United States Court at Columbus. Don't you know that?

Mr. KLINE: That is objected to. It simply illustrates the wisdom of the objection made early that it runs off into collateral details. Now he is calling for records of court, adjudications, and it is absolutely irrelevant to any pertinent issues in this case, and I make objection to it now on that ground.

The COMMISSIONER: The objection is overruled.

A. Of course, I remember such an action.

Q. Is that the action that you mean in which there was only $15 involved?

A. Yes.

Q. And that was returned.

A. I think it was returned before the action was begun, and the agreement, the so-called agreement, between ourselves and the railroad had been abrogated long before that.

Q. And you swear that there was only $15 involved, and that it was returned?

A. That is the best of my recollection—$15 and some cents.

Q. And that is all you ever got out of the Cleveland & Marietta Railroad for the Macksburg oil business?

A. The Macksburg oil business, I say, as to Rice, and that was returned to the road.

Q. What was that contract that Rice complained of at that time?

Mr. ELLIOTT: That certainly is not competent.

The COMMISSIONER: Objection sustained.

The ATTORNEY GENERAL: We expect to prove by the answer of the witness how it affects his direct testimony herein given.

Mr. KLINE: I object to any statement on cross-examination as to what the attorney intends to prove by the statement of the witness. It has been held in Ohio, as your Honor well knows, that it is not required nor competent in a cross-examination. You cannot bring upon the record material of that kind. The record itself must show whether the cross-examination was relevant or pertinent.

COMMISSIONER: Objection sustained.

Q. Let me refresh your memory, Mr. Archbold. The original contention brought about this discussion and ill will that you seem to think that Mr. Rice holds against your company; did it not grow out of your having a contract with the Cleveland & Marietta Rail-
533 road in which the Standard Oil Company received from the Macksburg Field to Marietta, by a contract with the Cleveland and Marietta Railroad, a rebate of 25 cents on each 35 cents of freight, for shipments of oil, over Mr. Rice's shipments.

Mr. KLINE: That question is objected to.
The COMMISSIONER: I permit the question.

The WITNESS: I don't think it did.

Q. Well, was there not such a contract between you and the Standard Oil Company, and that discrimination against Rice at that time and prior thereto about 1885, that led up to the destruction of his business that you say was destroyed by bad business methods?

Mr. KLINE: That is objected to.
The COMMISSIONER: Objection sustained.
The ATTORNEY GENERAL: Exception.

Q. Did not, at the same time, the Standard Oil Company—did not he, at the same time, instead of being bad business methods, to have to submit to a rebate that was being received from the Cleveland and Marietta, of 25 cents on every barrel of oil shipped from Macksburg to Marietta, in which you paid 35 cents to the railroad and received 25 cents back, making a discrimination in your favor on that oil field alone, as against Mr. Rice, of 250 per cent? Or, in other words, that Mr. Rice was compelled to pay freight from Macksburg to Marietta upwards of 250 per cent. for the carriage of his oil more than the Standard Oil Company paid? Wasn't that the cause of the destruction of his business instead of bad business methods.

Mr. KLINE: That is objected to as incompetent and irrelevant.
The COMMISSIONER: Objection sustained.
The ATTORNEY GENERAL: Exception.

Q. You have stated, Mr. Archbold, that it was because of his ill will that brought about this conversation, if I understand the purport of your answer. That is, because he had made a bad selection in his location, and did not understand business methods, and that caused his failure and he could not compete, and I ask you now if you did not have a rival business to his at Macksburg and Marietta, either in transportation or refining, prior to this conversation?

Mr. KLINE: I object to it.
The COMMISSIONER: Objection overruled.
The WITNESS: We had no refining business at Marietta at that time.

Q. Or other business?

A. I don't know of any business that we had that was a rival to George Rice. I say again of George Rice that I considered his course throughout pure cussedness. He made up his mind that he could make more money by making a nuisance of himself than by pursuing a legitimate business. He set out deliberately to deceive anybody that he thought would serve his purpose in that respect.

Q. Did not that "pure cussedness" that you speak of as
534 very uppermost in the breast of Mr. Rice, arise from the fact that the Standard Oil Company subverted the rights of common carriers in the State of Ohio and exacted rebates, so that Mr. Rice and other competitiors had to pay as high as 250 per cent. more for the carriage of oil than your company did? Wasn't that the reason?

Mr. KLINE: That question is objected to.
The COMMISSIONER: Objection sustained.

Q. Did not you have a refinery at Parkersburg?
A. Yes, we did.
Q. And did you not supply that refinery with oil from the Macksburg field?
A. We did, to a certain extent.
Q. And while you were so running that refinery at Parkersburg, Mr. Rice had a small refinery at Marietta?
A. He did.
Q. And you both got oil from Macksburg?
A. We got a certain part of our Parkersburg supply from Macksburg.
Q. And while you were both operating from the same field, and both had an outlet on the Ohio River, one on the north side and one on the south side, is it not a fact that you received your oil at a freight rate of 10 cents a barrel, while Mr. Rice was charged 35 cents per barrel, and that you received 25 cents, out of 35 cents, rebate on every barrel shipped prior to this conversation?
A. It is not a fact.
Q. What was the discrimination?

Mr. KLINE: I object to it.
The COMMISSIONER: Objection sustained.

Q. What was that rebate?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. And you say that you referred to the time of the decision of Judge John Baxter, at the United States Circuit Court, Southern District Court of Ohio, at Columbus, and to the subject matter of that suit, as to $15 being the only amount involved? Is that what you referred to?

Mr. KLINE: I object to the question as irrelevant and incompetent.
The COMMISSIONER: It may be answered.
The WITNESS: I have no recollection as to the particulars of that case before Judge Baxter. I recollect that there was such a case, but I did not recall that the matter of $15 was involved in it.

Q. So that you don't pretend then to say that that was all that was disclosed in that item of $15?
A. I am not familiar with the details of the $15.
Q. And you won't deny that you had charged, or had received rather, 25 cents rebate on every barrel of oil while competing with George Rice?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. You don't deny, do you, that in that case in which Judge Bax-

ter, of the Southern District of Ohio, rendered a decision,
535 that the evidence showed from your company that you had cleared $25.000 a day out of Rice's shipments made by Rice alone from Macksburg to Marietta?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. Let me refresh your memory, you say that there was but $15.00 involved between you and the railroad company, and that was returned. Is it not a fact that there was $25.00 a day involved of rebate in Mr. Rice's case alone, covering a period of six months?

Mr. KLINE: I object to that as incompetent and irrelevant and not proper cross-examination.
The COMMISSIONER: I think I will sustain the objection.
The ATTORNEY-GENERAL: I note an exception.

Q. Did you know General Phineas S. Pease, the Receiver of the Cleveland and Marietta Railroad at that time?
A. I did not.
Q. Did you have any correspondence with him over this matter?
A. I did not; not to my knowledge.
Q. Did you know Edward S. Rapallo, an attorney of this city at that time?
A. I did not.
Q. And your Company had no correspondence with Mr. Pease on this subject?
A. Not to my knowledge.
Q. Were you Secretary?
A. I was Secretary of the Trustees.
Q. Did you have anything to do with the Standard Oil Company of Ohio? Are you a member of that?
A. I was a stockholder.
Q. Have you been a Director?
A. No, not a Director.
Q. Were you not Director of the Buckeye Pipe Line Company at that time in 1886?

Mr. KLINE: Objected to as irrelevant and incompetent.
The COMMISSIONER: I will sustain the objection.
The ATTORNEY-GENERAL: I note an exception.

Q. You speak of there being only $15.00 involved in this transaction in 1885, prior to your conversation with Mr. Rice. Let me refresh your memory. Did you ship a quantity sufficient to yield $3,000.00 freight per month from the Macksburg field to your Parkersburg refinery in which you received the rebate indicated, namely, 25 cents on every barrel?

Mr. KLINE: I object, on the ground that it is immaterial and incompetent.
The COMMISSIONER: Objection sustained.
The ATTORNEY-GENERAL: Exception.

Q. Mr. Archbold, let me refresh your memory. Did not you

know certain pipe lines, prior to this conversation, from the Macksburg field to your refinery, and laid to your wells and to the wells of other individuals of that territory, excepting to Mr. Rice's wells, and that he was then laying pipe lines of his own?

Mr. KLINE: I object to it.
The COMMISSIONER: Objection sustained.

536 Q. Mr. Archbold, was it not through these pipe lines that you laid, or had in part, that you compelled the C. & M. Railroad to give you this advantage of about 250 per cent., or 25 cents on every 35 cents per barrel?

Mr. KLINE: I note an objection to that.
The COMMISSIONER: The objection sustained.

Q. And had not your Company threatened to, and did it not store sufficient quantities of the crude oil at Marietta and at Parkersburg to entirely destroy his business through your system of rebates?

Mr. KLINE: That is objected to by the defendant as incompetent and irrelevant.
The COMMISSIONER: Objection sustained.

Q. Did not your Company agree with the C. & M. Railroad Company to carry the Standard Oil Company's oil at 10 cents a barrel at this time, and was that not a part of the discussion and conversation that led up to this proposition made by Mr. Rice?

Mr. KLINE: I note an objection to that.
The COMMISSIONER: The question in its present form is objectionable, I take it.
The ATTORNEY-GENERAL: I note an exception.

Q. Was it not a fact that at this time you were crushing out all competitors and rivals, and that Mr. Kline, your present counsel, was suing you for your rebates given by the Lake Shore Railroad against you, in discriminating against the Schofield, Schurmer and Teagle Company?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. What other competitors had you in Marietta at that time, Mr. Archbold?

Mr. KLINE: That is objected to.
The COMMISSIONER: Objection sustained.

Q. Is it not a fact that you, by your methods such as you used in 1885 and in 1886, succeeded in destroying all competition in Ohio by a system of rebates with the railroads, and discrimination against your rivals, and was not that the occasion of this discussion and what you called cussedness on the part of your competitors, because you subverted the rights of common carriers in Ohio?

Mr. KLINE: I note an objection.
The COMMISSIONER: The objection to the question is sustained. It is not pertinent to the issue.

Q. And was it not because Mr. Rice persistently insisted on having accorded to him the same rights from the common carriers that were shipping your products, and to give him equal rights, that made him the nuisance that you refererd to in this examination?

Mr. KLINE: I not- an objection. It don't call for any conversation at all between Mr. Rice and Mr. Archbold. It is calling for
537 what he may interpret as the demands that Rice may have made on common carriers. It is perfectly transparent that he don't know anything about that.

The COMMISSIONER: I sustain the objection to the question.

Q. Where was this plant, Mr. Archbold, and the good will of his business that he was trying to sell; where was it located?

A. At Marietta.

Q. And what field contributed toward Mr. Rice's plant at that time? What was the field called?

A. The Macksburg field.

Q. How far distant from that?

A. I think it was a distance of 25 or 30 miles.

Q. And Marietta is on the Ohio River, a navigable river, where there was an opportunity to ship his products out?

A. Yes.

Q. Now, Mr. Archbold, is it not a fact that the amount of oil that has been brought out of that field by your firm since, you have exterminated all competitors has amounted in profits to a good many times the income of a million dollars, and that his plant was actually worth that amount, and had it not been that you destroyed him by these illegal means, his plant would have been worth that?

Mr. KLINE: I object to that.

The COMMISSIONER: Objection sustained.

Q. What has been the amount of output from that Macksburg field since 1886, and what was it at that time annually?

Mr. KLINE: I object.

The COMMISSIONER: Objection sustained.

Q. Wasn't the plant—the income from the Macksburg fields, at the price oil has been since 1886 in the market, the refined product of petroleum in the markets, returning him the income on a million dollars for the refinery situated at Marietta?

Mr. KLINE: Objected to.

The COMMISSIONER: Objection sustained.

Q. And wasn't that property at that time rated in Bradstreet's, Mr. Rice's property, at a million dollars?

Mr. KLINE: Objected to.

The COMMISSIONER: Objection sustained.

Q. Was it not a fact that in the commercial world he was known with Dun & Company, and it was published to the world that that plant was worth a million dollars at that time?

Mr. KLINE: Objected to.

The COMMISSIONER: Objection sustained.

Q. Do you know what Mr. Rice was worth at that time, or what his plant was worth?

A. I have no knowledge as to what Mr. Rice was worth. The plant was worth, at a full estimate, $20,000 or $25,000.

Q. Were you down there?

A. I was not.

Q. Where did you get that?

A. I had a report from there.

538 Q. What was the occasion of that report being obtained by you?

A. Their offer to sell.

Q. Then you don't know what the actual value of his property was at that time?

A. Well, I had an idea regarding it.

Q. The $25,000 was just for the tangible property there, and you did not consider his business connection there?

A. The $25,000 was the whole value of the property, good will and all.

Q. That is from somebody who made a report, and you do not know who it was?

A. I do know who it was.

Mr. ELLIOTT: Objected to as incompetent and immaterial.

The COMMISSIONER: Objection sustained.

Q. This estimate that you are putting on is not from personal knowledge then?

A. By expert reports.

Q. And not made by yourself?

A. And not made by myself; made to me.

Q. Who were the people that made the report?

Mr. KLINE: I object to it.

The COMMISSIONER: Objection sustained.

Q. What makes you say he was an expert? What experience had he?

A. My acquaintance with the man gave me a knowledge of his expert qualities, and I knew him to be an expert or I would not have sent him.

Q. How did you know he was an expert?

A. By my acquaintance with him.

Q. Have you an expert on looking up plants that you are crushing? Is there a department of that sort in the Standard Oil Company?

A. Mr. Monnett, you are not representing the State of Ohio in putting any such question as that.

Q. Did you have an expert on defunct plants?

Mr. KLINE: I object to that.

The COMMISSIONER: Objection sustained.

Q. An expert on what, is what we want to know.

Mr. KLINE: Objection.

The COMMISSIONER: That may be answered.

The WITNESS: An expert on the value of such properties.

Q. How was he trained in that, or where did he get his experience, or how do you know that he was an expert?

Mr. KLINE: I object.
The COMMISSIONER: Objection overruled.
The WITNESS: Through my acquaintance with his long experience with the business.

Q. Had you been buying up plants, and having him inspect them for you?

Mr. ELLIOTT: I object.
The COMMISSIONER: The question is permitted.
539 The WITNESS: Through his ability as an experienced man in the business to appraise such properties.

Q. Where had he had any such experience?

Mr. KLINE: Objection.
The COMMISSIONER: Objection sustained.

Q. What properties did this expert ever appraise before to your knowledge?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. How many properties had he appraised under like circumstances for your Company to buy?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. Was he one of the Standard Oil officials or employés or agents?

Mr. KLINE: That is objected to.
The COMMISSIONER: I will permit that question.

The WITNESS: He was one of our employés; yes, sir.
Q. Was that his exclusive business?
A. It was his business to know about the building and organizing of refineries, and he was an expert in that line.
Q. Was that his business? You sent him out to inspect plants that were to be bought?
A. No, sir; his business was an expert builder and constructor.
Q. How long an experience had he in determining the value of plants?
A. Many years.
Q. What territory?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. Will you give his name now?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.
The ATTORNEY GENERAL: I note an exception.

Q. You say that Mr. Orvis, in 1890, came to you with authority

in writing from Mr. Rice, and that you knew the signature of Mr. Rice. Were you familiar with Mr. Rice's signature?

A. I was.

Q. Had you had business with him, or how did you get familiar with his handwriting?

A. I had seen it.

Q. That was before this suit was begun in 1890, the original suit in Ohio?

A. I don't know the date of the beginning of that suit.

Q. You did not have anything to do with that suit, did you?

A. No, nothing special.

Q. You have not any authority to settle that suit, had you, upon the part of your company?

Mr. ELLIOTT: That is objected to.

The COMMISSIONER: Objection sustained.

540 Q. You said he sent different individuals. Any other than those you have given?

A. Yes.

Q. Prior to 1890?

A. Well, whether prior to that time, I don't recall, but this; he sent two or three individuals; he has made all sorts of approaches to try and get money from us all the way through. In the continuation of his effort he has been persistent and continuous; he has befuddled the press, the lawyers, the courts; he has fooled a good many people, and he will fool you.

Recess to 2 P. M.

2 P. M. Hearing Resumed.

Q. Mr. Archbold, you sent him at least two letters inviting him to come for this interview; did you not send them yourself?

A. I did not.

Q. Let me refresh your memory. Did you not tell Mr. Rice that you had wished to counsel with others and give it consideration, this matter, and request substantially an interview?

A. I wrote him after the interview two letters, telling him that I was ready to respond to him if he would come on.

Q. Did you not in those letters tell him that there had been apparently an unnecessary delay occasioned by your gathering information?

Mr. KLINE: I object to the question.

(No ruling.)

Q. What was the substance of those letters?

Mr. KLINE: I object.

Q. Well, to test his memory, your Honor, I want to ask you if you did not send a letter from 26 Broadway, November 17th, 1896, marked "Personal" to George Rice, Esq., to Marietta, Ohio, on the subject of this settlement?

Mr. KLINE: I object to the question, if the court please. If there is anything desired in the way of accuracy about it, produce the letters, or copies of them.

The COMMISSIONER: Objection overruled.

The WITNESS: I could not state as to the date. I did send him one or two, possibly, two, letters, after the interview which I have described.

Q. Then when you mean you did not give him an invitation to come, you mean for the original interview only?

A. I suppose that is right.

Q. So part of your testimony given this morning was included in your second interview after those letters?

A. There was no second interview.

Q. Never had but the one interview?

A. No, sir.

Q. Well, you mean that he never came back under these written invitations in those letters?

A. He did not.

541 Q. Well, what was the purpose after that time in writing him to come? Were you intending to buy of him, or were you trying to play him?

A. The purpose was to acquaint him of our decision in the matter.

Q. What do you mean by that?

A. I mean the decision of myself and my associates.

Q. As Trustees of the trust?

A. As Trustees of the trust, if you so please.

Q. Did you investigate in good faith when you were buying?

A. Yes.

Q. And that was the investigation that you referred to this afternoon?

A. It was.

Q. And when you wrote to him to call, or wrote to him about it, were you intending to buy?

A. I was not intending to buy. I was intending to tell him what I thought of it.

Q. About that time you had some litigation when you went on the stand and you used this same alleged blackmail before on several occasions, did you not?

Mr. KLINE: I object to the question.

The COMMISSIONER: I think that may be answered.

The WITNESS: I have never hesitated for a moment to criticise what I considered Rice's actions to be.

Q. You have put in this same defence in the case in New York once?

A. I made this same statement before a court, if that is what you mean.

Q. How many times?

A. I only recall one case of the testimony.

Q. Is that the case that the Attorney General of the State of New York had?

A. My recollection is that it was brought in connection with the Attorney General of the State of New York.

Q. Did you not use that before the Inter-State Commerce Commission?

A. I do not think I have ever appeared before the Inter-State Commerce Commission.

Q. You made the same threat each time that you did this morning that the time would come that he had got to be stopped?

A. I never made any threat.

Q. Now, Mr. Archbold, speaking of another branch of the case, you were a Trustee, were you not, of the Standard Oil Trust, one of the liquidating Trustees?

A. Yes, sir.

Q. If I remember right from the record you were one of the original Trustees of the trust?

A. I was.

Q. And continued for the whole time?

A. I did.

Q. And then immediately succeeding became a liquidating Trustee?

A. Yes, sir.

542 Q. And during the same time you were a stockholder of the Standard Oil Company of Ohio?

A. I have been since 1892.

Q. But you were not an officer of the Standard Oil Company of Ohio at any time, do I understand you?

A. No, sir; I do not think I have been at any time.

Q. Well, prior to 1892, there were seven directors, I believe, in the Standard Oil Company of Ohio, or were there five?

Mr. KLINE: I object to it; the record shows there were five.

(No Ruling.)

The WITNESS: I don't know; I have no recollection about it.

Q. You are not familiar with it?

A. No; I do not have it in mind.

Q. You were a holder of the Trust certificates during all this time?

A. I was, up to the dissolution of the Trust in 1892.

Q. And have not been since?

A. No, excepting perhaps to a very small amount. On one occasion, I may have had a hundred shares or so which I sold out again quickly, but never was a continuing shareholder.

Q. But you held trust certificates up to November, 1892?

A. Up to the time the transfer was made.

Q. You all held your trust certificates up to some time in November, 1892?

A. Well, whatever the record shows the transfer to have been. I believe it was November.

Q. How did you get from an owner of stock in the constituent companies into ownership, or become an owner, of the trust certificates?

A. You mean original certificates?

Q. Original, yes?

A. That is going back a long ways.

Q. Did you have a part in that?

A. I did. Whatever the method was, it simply amounted to the submission of the original company's shares in the constituent companies, and the taking of such evidence of the submission from the Trustees as they were originally appointed away back in 1892, I think it was.

Q. You had so many shares in the constituent companies, known as the constituent companies of the Standard Oil Trust. Just state the process through which you suffered or permitted them to pass into the trust to get trust certificates of the Standard Oil Trust in return for them?

Mr. KLINE: I note an objection.

The COMMISSIONER: I think I will sustain the objection; I cannot see the pertinency of it.

Q. How many trust certificates did you receive, Mr. Archbold?

Mr. KLINE: I object to that as a mere disclosure of his private affairs.

(No Ruling.)

543 Q. And how many constituent companies did those trust certificates represent?

Mr. KLINE: I object to that. It is a mere disclosure of his private affairs.

The COMMISSIONER: I will sustain the objection.

The ATTORNEY-GENERAL: I note an exception.

Q. You may state what was the process that you went through to have your trust certificates converted back into constituent stock, Mr. Archbold?

A. Trust certificates were submitted and for them was given a certificate of legal title, and on the submission of that certificate the stocks of the various companies were issued in their relative proportion.

Q. Well, now, to take up the process more minutely, you say you were owners of trust certificates in the name of John D. Archbold, say, and you at the time were a trustee of the Standard Oil Trust, and you, at the same time, in November, 1892, were one of the liquidating trustees; did you submit a trust certificate as an owner to yourself as a trustee of the trust, to yourself then as a liquidating trustee?

A. I was one of the number on either side.

Q. And at the same time you were a stockholder all the time in the constituent company, the Standard Oil Company of Ohio?

A. I became a stockholder at that time, but was not before.

Q. But was at the time you went into the Trust?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: Objection overruled.

The WITNESS: I was, yes, of course.

Q. Were you afterwards?
A. No; not until the dissolution in 1892.
Q. Were you not a stockholder all the time that you held the trust certificates?
A. Not directly a stockholder, no.
Q. Did you not own the stock?
A. I had an equitable interest in the stock, of course, through the Trust, but I was not a personal shareholder in the company.
Q. Did you not after that?
A. I did not.
Q. Well, you, as an original owner of the stock of the Standard Oil Company of Ohio, never got it out of yourself at any time, did you? You simply transferred it to yourself from yourself, and voted it yourself, and just gave yourself different names, did you not?

Mr. KLINE: I object to that.
The COMMISSIONER: That may be answered.

The WITNESS: The stock of the Standard Oil Company of Ohio was put into the hands of the Trustees. I did not continue during that period of the Trusteeship an individual stockholder in the Standard Oil Company of Ohio, and was not so until the dissolution of the Trust in 1892, at which time I again became an in-
544 dividual shareholder in the Standard Oil Company of Ohio by the surrender of my trust certificates.
Q. When you were owner of the stock of the Standard Oil Company of Ohio, what did you do with it? Did you assign that to yourself as Trustee?

Mr. KLINE: I note an objection.
The COMMISSIONER: Let it be answered.

The WITNESS: I think I have already answered it, Mr. Commissioner, as completely as I know how.
Q. Did you assign the stock that you own in the Standard Oil Company of Ohio to yourself as Trustee?
A. I assigned it to the Trustees, as I have stated, however, of whom I was one.
Q. Did you assign to the company itself first? Did you turn your stock over to the company yourself?
A. I am not sure as to that; perhaps that was the course. We did in that whatever we were advised to do.
Q. You were a Director at the time of the Standard Oil Company of Ohio; is that correct?
A. No; I don't remember that I was a Director in 1882, to the best of my recollection.
Q. Now, Mr. Archbold, after you held this, as an owner of trust stock, or trust certificates, you say you, some time in November, 1892, had that stock transferred back to whom?
A. To the Liquidating Trustees.
Q. Or back to the Standard Oil Company, which?
A. Well, I think first to the Liquidating Trustees and then to the

Standard Oil Company of Ohio; by them I think back into the Standard Oil Company of Ohio.

Q. Well, what was that process? You were a Trustee of the Trust, and a Liquidating Trustee, and the Secretary of the Liquidating Trustees, I think; what do you understand was the process?

A. My recollection is just as I say: that these shares were submitted to the Liquidating Trustees, and by them the stock of the Standard Oil Company of Ohio was put back into the Treasury of that corporation in accordance with the decree of the Court, and all under the advice of counsel. The detailed steps of it I was familiar with at the time, but it was many years ago, and a great many events have been pressing in the meantime.

Q. Now, Mr. Archbold, you gave a Power of Attorney, did you not, to have this transfer made as your interest may appear, upon the books of the Standard Oil Company of Ohio. Did you sign such a Power of Attorney for your interests in the Trust certificate?

A. Mr. Commissioner, I don't know what the question means. It is beyond me.

Q. Did you give a Power of Attorney to anyone to transfer your interest as a holder of the trust stock into the constituent stock; did you do that personally?

A. I do not recollect.

Q. You don't know how you got your trust certificates back into constituent stock at all?

A. I have already explained the general process.

545 Q. There has been nobody yet, as I understand, who has been able to explain what your interest in the Standard Oil Company in Ohio was after the dissolution of this trust, and I now ask you if you can explain what the Power of Attorney that you gave meant to transfer back into constituent stock, as your interest may appear? Where was there any interest of record?

Mr. KLINE: I object to that.

The COMMISSIONER: I think that may be answered.

The WITNESS: Well, I am altogether too stupid to answer that question; I don't know what he means; I don't think he does himself.

Q. Did you give a Power of Attorney to take you out of the Trust?

A. I may have done so.

Q. Do you know whether you did or not?

A. I don't recollect the exact details of the steps taken. It was that the equitable interest was submitted, and a certificate of legal title was taken, and that was found to represent so much of the interest in the stock of the company which I received.

Q. And you, as the Secretary, do not know the steps that were taken?

A. I have already described the steps as accurately as I can. I can go on *ad infinitum*, if you so wish, but I do not believe that the Court or the Master wants me to do so.

Q. Then you do know the answer, but don't want to give it?

A. I have just given it in full.

Q. You have given your theory and argument to the Court in these proceedings, why you could not stop the payments of the dividends of the Trust Certificates, and if you had adopted any other course it would have been a ruination to a large number of people. That is what you meant by that answer this morning?

A. I meant by my answer just what I stated.

Q. Now, Mr. Archbold, what nourished these Trust Certificates that increased their value from 1892, the time of the decree of the Court up until the time of the filing of these proceedings in contempt?

Mr. ELLIOTT: Objected to as incompetent and irrelevant.

The COMMISSIONER: Objection sustained.

Q. What were the value of these Trust Certificates at the time of the dissolution of the Trust, per share?

Mr. ELLIOTT: Objected to as incompetent and irrelevant.

The COMMISSIONER: I adhere to my original opinion that it was not competent.

Q. What was the difference in the price of the Trust shares at the time of the dissolution, and that at the time of the filing of these contempt proceedings in November, 1892?

Mr. ELLIOTT: Objected to for the same reason.

The COMMISSIONER: Objection sustained.

546 Q. What was it that increased the value of these Trust Certificates from 100 to about 420 during that period?

Mr. ELLIOTT: Same objection.

Q. (Continuing:) From the time of the dissolution up to the present time?

Mr. ELLIOTT: Same objection.

The COMMISSIONER: Objection sustained.

Q. Wasn't that difference between par, or 100 per cent., and about 500 per cent., Mr. Archbold?

Mr. ELLIOTT: Same objection.

The COMMISSIONER: Objection sustained.

Q. And did not your system of liquidation prevent the holders of stock, as you said in this morning's testimony, from obtaining anything of value whatever, at a marketable value, and that a man who held a Trust Certificate received not only his dividend by an increased value from 100 to 500 per cent.?

Mr. KLINE: I object to the latter part.

The COMMISSIONER: I sustain the objection to the latter part of the question. The first part of the question is not objectionable, if the witness desires to answer.

Mr. KLINE: I note an exception.

(Question repeated as follows.)

Q. And did not your system of liquidation prevent the holders

of stock, as you said in this morning's testimony, from obtaining anything of value whatever at a marketable value?

A. I did not say so.

Q. In what is known as answer forty-two, in this forenoon's testimony, you were narrating in your own way that any other proceedings would have resulted in a panic, as there was no market value for the shares of the stock?

A. For the owners of the constituent companies, yes.

Q. And that there was a market value for the Trust Certificates?

A. That was it.

Q. And that they were of great value, and of increasing value, were they not?

Mr. KLINE: He did not say anything like that; I object to it.

The COMMISSIONER: Let it be answered.

A. They have increased in value.

Q. And the constituent stock you said was of no value?

A. Oh no, I did not.

Q. Of no market value?

A. It did not have a marketable value.

Q. Will you state what it was that gave the trust certificates that you wished to preserve in the hands of the widows, and the orphans, and the hospitals, etc.; what is it that gave them value?

A. The earning power of the business, and confidence in the integrity of its administration.

547 Q. Now, Mr. Archbold, what contributed to the value of these Trust Certificates in the way of dividends? What nourished them since the decree of this Court up to the present date that made it a proper course for you to take them as Trustees, rather than obey the decree and dissolve?

Mr. ELLIOTT: I object.

The COMMISSIONER: Objection sustained.

Q. Is it not a fact that the constituent companies continued to turn over to the Trustees, the Liquidating Trustees, the receipts of the various twenty companies, and you in turn distributed them to the holders of the various Trust Certificates subsequent to the decree, the same practically as you did before?

Mr. KLINE: This is objected to.

The COMMISSIONER: Objection sustained.

Q. In your answer known as Answer 42, in this forenoon's testimony, you said, as Trustees, you were solicitous, I believe, not to destroy the value of this stock, because it would hurt the poor people of the State of Ohio; in what way did you preserve the value of those trust certificates, and how did you help the poor people in that way? What dividend, and where did you get the money to pay that dividend, as Liquidating Trustees or otherwise?

Mr. KLINE: Same objection as to the foregoing question.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. Was it not simply a process, as Liquidating Trustees, that you

adopted, pretending to act under Section 21 of the old contract, that still maintained this trust just the same after the decree as before?

Mr. ELLIOTT: Objected to as incompetent and not proper cross-examination.

The COMMISSIONER: I do not think that is a proper question, Mr. Attorney-General.

The ATTORNEY-GENERAL: I note an exception.

Q. In what way did you protect the small holders and charitable institutions, and the estates, and executors, and trustees, etc., in the holdings of Trust Certificates that you referred to in this morning's answer?

A. We protected them by administering the business to the best of our ability.

Q. How did you add value in administering that business?

A. We did not add any value except in the confidence that we gave by the administration and in the earnings.

Q. You did not pay dividends out of confidence, did you?

A. No, sir.

Q. You paid them out of cash?

A. Plain cash.

Q. Where did you get that cash from to pay dividends with from 1892 up to the filing of this decree of the court?

548 Mr. ELLIOTT: I object to it as incompetent and not proper cross examination.

The COMMISSIONER: Objection sustained.

Q. I ask you as one of the Liquidating Trustees what was the source of your revenue to maintain and pay the original holders of trust certificates from 1892, up to November 7, 1897?

Mr. ELLIOTT: The same objection as to the preceding question.

The COMMISSIONER: The objection is sustained.

Q. What years subsequent to that did you hold about a hundred certificates, temporarily, as you have answered, of the Trust?

A. Well, *new* years.

Q. Tell for about what time.

A. I think I held them for about thirty days.

Q. When?

A. Well, it was sometime in the middle of last year.

Q. What were their values, then, on the market?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: Objection sustained.

Q. Did you return those to yourself to be liquidated or did you transfer them to somebody else?

Mr. ELLIOTT: That is objected to as immaterial.

The COMMISSIONER: I think that may be answered.

A. Well, I think it was simply a transaction in the market. I had a hundred shares of the stock.

Q. When you were the owner of them for thirty days, you did not

turn them in to yourself as Liquidating Trustee and get constituent stock?

A. No.

Q. And you, as Liquidating Trustee, transferred them to some one else?

A. Not as Trustee, but as an individual.

Q. Is that the only transaction since 1892 that you have had in Trust Certificates?

A. The only one that I recall.

Q. Do you know, as Secretary or otherwise, of Mr. Rockefeller's having about a quarter of a million in value of Trust Certificates held by James Corrigan of Cleveland, Ohio, since the decree of the court in 1892?

Mr. ELLIOTT: Objected to as incompetent.

The COMMISSIONER: Objection sustained.

Q. Are you one or the orphans in the class of orphans you referred to in your answer to question No. 42 this morning?

Mr. KLINE: Objected to as too trifling and insignificant.

The COMMISSIONER: It may be answered.

A. I was not one of the orphans I referred to this morning.

Q. Why did not you, being a Liquidating Trustee and the owner of one hundred shares, including some of the Standard Oil stock of Ohio, transfer and re-convert it into constituent stock under the orders of the Court?

A. Well, the question never occurred to me at all.

Q. You are all a little rusty on that from 1892 up to 1897?

549 You did not make any effort to get these Trust Certificates back into constituent stock?

A. We did make an effort.

Q. Sent out one notice?

A. We sent out one formal notice.

Q. And have never made any effort since?

A. Yes.

Q. What effort have you made?

A. By personal solicitation.

Q. Personal solicitation or done of record?

A. Personal solicitation.

Q. Did you ever solicit anybody yourself?

A. I did.

Q. Whom did you solicit?

Mr. ELLIOTT: I object to that.

The COMMISSIONER: Let it be answered.

A. I have talked with different people about it. I don't know as I could give names from my memory.

Q. How many shares of the Trust Certificates were redeemed from November, 1892, up to the beginning of this suit, do you remember?

A. No, I do not know.

Q. There was only one, was there not, until this suit was filed?

A. I don't remember.

Q. And you say since October there have been how many?

A. Fifty odd thousand I testified to this morning.
Q. Were any of those redeemed for the Liquidating Trustees?
A. I think not. I would not say positively, but I think not.
Q. Can you give the list of those?
A. I think I can.
Q. Have you got a record of it?
A. There is a record of it, of course.
Q. Will you bring that record down?

Mr. KLINE: No, we will not. We will give you a list of the names. We offer to furnish a list of the stockholders who have become such by the surrender of the fifty odd thousand of Trust Certificates in the Standard Oil Company of Ohio, but decline to produce further or other records here upon the subject.

Q. In this morning's testimony in chief, the witness was asked as it appears of record, substantially as follows: "What amount of Standard Oil certificates or assignments of legal title have been redeemed since October 9th or 10th, 1898?" and the answer says: "I think about fifty-five thousand of the outstanding certificates have been cancelled and redeemed and re-transferred." Now, I ask him if there is a record of that, and he says, "There is." Now, I ask him for the substantive or original evidence as per order to produce for the Court of that transfer. I now ask your Honor to order the witness to bring in the substantive evidence of that redemption, which is the best evidence that they gave parol contents of in this morning's testimony.

The COMMISSIONER: The order is granted.

Q. Will you as Secretary of the Liquidating Trustees, Mr.
550 Archbold, produce the record showing that redemption?

A. I will gladly give a list of the shareholders, but I will not, except under the advice of counsel, produce any books.

Mr. MONNETT: We ask the Master to so order him.

The COMMISSIONER: Mr. Archbold, you offered to submit a list of the names. Will you permit the Commissioner to examine the books to verify this list, these names?

Mr. ELLIOTT: I can say in behalf of the witness in that regard that he is not the Secretary of the Standard Oil Company of Ohio, and has not these books.

The COMMISSIONER: I understand that.

Mr. ELLIOTT: We will not advise the witness to produce any books at this examination of the Standard Oil Company of Ohio, or of the Liquidating Trustees.

Mr. MONNETT: We ask the Master to order the witness again to so produce the books, and we ask the Master to make a formal order for contempt on his refusal.

The COMMISSIONER: The Master has already requested the witness to produce the books, but further than that the Master makes no order.

The ATTORNEY-GENERAL: I note an exception to the Master's refusal to make any further order. We now ask the Master to certify his refusal back to the State of Ohio for contempt.

The COMMISSIONER: There is no objection to that going into the record. The Master Commissioner has requested the witness to produce the books containing the list of names, which he has declined on the advice of counsel to do. The Master Commissioner declines to make any order for commitment for contempt and, if the Attorney-General desires this may be made a part of the record and certified with it to the Supreme Court.

Q. You stated, I believe, in the morning's testimony in chief, that you had as Liquidating Trustees, converted back into constituent stock enough of Trust Certificates to absorb about 2100 shares of the stock of the Standard Oil Company of Ohio since October 10, 1898? Is that correct?

A. That is another of those questions. If I understand it correctly I will undertake to answer it. There has been put back the equivalent of the stock of the Standard Oil Company of Ohio and the standard trust shares that have been submitted about fifty-five thousand since the 8th of October last; and I think I said this morning it was about twenty-one hundred shares, but it may be a little bit more than that. I can easily find out.

Q. You say that you could tell accurately? In what way could you tell?

A. By a simple computation. What has been absorbed by the surrender of trust certificates since the bringing of this proceeding added to what had been absorbed by like surrender of Trust Certificates previous to bringing this action makes, as absorbed out
551 of the treasury of the Standard Oil Company of Ohio, of its capital stock, about 23,000 shares.

Q. Are you not Secretary of the Liquidating Trustees?

A. I do act as Secretary.

Q. Now, as such Secretary, do you have custody of the record of this transfer—to whom it was made?

A. I have access to it; I do not have custody of it.

Q. Who has the custody of it?

A. The transfer clerk.

Q. You are the superior of the transfer clerk?

A. I suppose I am.

Q. Will you, as one of the Liquidating Trustees, produce these records for the Master, showing the original evidence of this testimony you have given in chief, in parol?

A. I will give a list of the transfers, but under advice of counsel I will not produce the books.

The COMMISSIONER: The Master makes the same order as above on his refusal to produce the books.

Q. Did you yourself when you received back, as you have said the constituent stock, receive anything from the Anglo-American Company of London, an English company that is not a corporation or one of the constituent Trust companies?

Mr. KLINE: That is objected to.

The COMMISSIONER: I see no objection to that question.

A. Why, I certainly received my legal interest in the Anglo-American Company, of course.
Q. How was it made out?

Mr. KLINE: I object to that.

Q. This interest that you had in the Anglo-American Company, what form did you receive that in, and how do you now hold it?

Mr. KLINE: That is objected to as irrelevant and incompetent.

Q. (Continuing:) And in what form now is this interest that you had?

The COMMISSIONER: I think it may be answered.

A. I suppose it is in the form of certificates. I don't know.
Q. Well, they are not a corporation, are they?
A. I suppose they are.
Q. Is that all you know about it? As a liquidating trustee, don't you know that they are a corporation?
A. I suppose they are. I know nothing to the contrary.
Q. Did you get back from the Anglo-American Company the evidence——
A. (Interrupting.) Oh, undoubtedly.
Q. What did you get?
A. I got evidence of stock whatever it was.
Q. Do they have any stock?
A. Oh, they do.
Q. Did you ever see any of their stock?
A. I think I have.
Q. Did you get it separate from the other constituent companies?
A. I suppose so. I have no doubt I did.
552 Q. Don't you know that they have not any stock at all? That they are a limited partnership?

Mr. KLINE: I object to it, if the Court please.
The COMMISSIONER: I don't think that is competent, Mr. Attorney-General.
The ATTORNEY-GENERAL: The reason we insist on an answer is because they are not a stock company at all and we expect to follow this up, and show that they never have liquidated, or never can liquidate.
The COMMISSIONER: The objection is sustained to the question.
The ATTORNEY-GENERAL: I note an exception to that.

Q. Mr. Archbold, can this scheme of liquidation that you and your associates have narrated to the Court be accomplished as to the Anglo-American Oil Company?

Mr. KLINE: I object to that.
The COMMISSIONER: I think the question may be answered.

A. It can.
Q. In what way?
A. There is no trouble about it whatever. The ownership of the Anglo-American is defined and is a part of the assets as a whole.

Q. There are no shares in it? It is a partnership, is it not?

Mr. KLINE: I object.
The COMMISSIONER: I have ruled upon that already.

Q. Is it not a partnership?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. Is it a corporation?

Mr. KLINE: I object to it.
The COMMISSIONER: Objection sustained.

Q. Do you know what it is?

Mr. KLINE: I object to it.
The COMMISSIONER: Objection sustained.

Q. You said you had adopted a scheme in your testimony in chief this morning that it was the only way to protect the widows and orphans that held these trust certificates. Now, I will ask you if the scheme you have adopted is a practical one when you take into consideration the partnerships that are members of the trust, and do you——?

Mr. KLINE (interrupting): You have not stated any partnerships.

Q. (Continuing:) And how do you re-convert partnership interests back into the trust?

Mr. KLINE: I object.
The COMMISSIONER: Objection sustained.

Q. In what way was it an asset of this trust?

Mr. KLINE: To that I object.
The COMMISSIONER: Objection sustained.

Q. You said that the Anglo-American was an asset in the
553 hands of your trustees of the trust and as such it can be liquidated? How could that be liquidated?

Mr. ELLIOTT: To that I object.
The COMMISSIONER: I don't see any objection to that, Mr. Elliott.

A. By just whatever the legal evidences of value are.
Q. What were these evidences of legal value?

Mr. KLINE: I object to it, no matter what form they took.
The COMMISSIONER: I think that question is proper.

A. Well, they are certificates of whatever character is legal with reference to that class of corporations. I cannot describe it without referring to it.
Q. Did you ever see one?
A. I have undoubtedly.
Q. Describe it. What does it contain?

Mr. KLINE: I note an objection.
The COMMISSIONER: Can you give a general description of it?

A. My recollection would be that they are simply evidences of ownership in the company.

Q. Did the trustees have those evidences, those assets, in their possession at their meeting on March 21, 1892, when you passed the resolution to get out of the trust that you describe?

Mr. ELLIOTT: I object to it as incompetent.

The COMMISSIONER: I don't see any objection.

A. Oh, undoubtedly.

Q. In what form were they at that time—were they certificates?

Mr. KLINE: I object.

The COMMISSIONER: I think I will not permit that question.

Q. Was it one certificate of the whole interest or were the various shares turned over to you?

Mr. KLINE: That I object to.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. Did you have any record made of that meeting on March 21, when the trustees of the trust pretended to wind up the affairs of the trust?

A. I judge there is a record.

Q. You were present at the meeting?

A. I was.

Q. What records were kept at that time?

Mr. ELLIOTT: That I object to, your Honor. It is not proper cross-examination, and is immaterial.

The COMMISSIONER: Objection sustained.

Q. Was there not a record kept of your proceedings and the amount of money on hand and how distributed?

Mr. ELLIOTT: That I object to as immaterial.

The COMMISSIONER: Objection sustained.

Q. Did you not have on hand at that time a large amount of money as trustees of the trust that you distributed to the certificate holders——?

554 Mr. KLINE: Objected to as not proper cross-examination.

Q. (Continuing:) Subsequent to the decree of the Supreme Court?

The COMMISSIONER: Objection sustained.

Q. Did you not continue to pay out after the decree of this Court, as liquidating trustees, the accumulations of the trust subsequent to the decree of the Court?

Mr. KLINE: That is objected to.

The COMMISSIONER: The objection is sustained.

Q. As a trustee of the original stock of the Standard Oil Company of Ohio, what amount of assets did you have on hand, at the time of your meeting, to dissolve the trust, under section 21 of the

original trust contract? What was the amount of property and the kind of property you had on hand at that time.

Mr. KLINE: I note an objection to it for the defendant.

The COMMISSIONER: I sustain the objection. It is not pertinent to the issue.

Q. Did you receive any assets from the Standard Oil Company of Ohio subsequent to the decree of the Court March 2, 1892, as trustee of the trust? And if so, what amount of property did you receive?

Mr. ELLIOTT: I object as incompetent, and not proper cross-examination.

The COMMISSIONER: Objection sustained.

Q. Did you receive from the Standard Oil Company of Ohio subsequent to the decree of the Court a large amount of property—personal property—and money turned over to you that you distributed to the trust certificate owners?

Mr. ELLIOTT: Objected to for the same reason.

The COMMISSIONER: I cannot see that this is a proper cross-examination, Mr. Attorney-General. I think I will adhere to my ruling, that it is not competent or pertinent.

The ATTORNEY-GENERAL: I note an exception.

Q. In your testimony in chief this morning you spoke of a process of liquidation adopted March 1, 1892, and you were asked what were the difficulties in the way, and you enumerated some difficulties, I believe. Now I ask you if you did not receive a large amount of property from the constituent companies, as trustee, that you had to distribute? If that was one of the difficulties that you referred to?

Mr. ELLIOTT: Objected to; not a proper question for cross-examination.

The COMMISSIONER: Objection sustained.

Q. What assets did you have that were troubling you when you wanted to protect the widows and orphans in your morning testimony?

Mr. KLINE: Objected to. We did not say that.

The COMMISSIONER: The objection is sustained.

555 Q. What was it you were trying to protect the widows and orphans in that you were speaking of this morning?

A. In the question of the value of their property.

Q. What had you to do as a trustee with protecting the value of those trust certificates?

A. We had everything to do, as faithful servants, and as trustees.

Q. Now, then, what had you to do with them in the way of assets and where did you get those assets?

Mr. ELLIOTT: That I object to. It has been ruled upon.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. You said in your direct examination that you carried forward this method of liquidation under section 21 of the contract in perfect good faith, did you not?

Mr. ELLIOTT: I object to it, for it assumes that the witness stated what he did not.

The COMMISSIONER: Objection overruled.

A. We did carry it forward in good faith.

Q. Did you under section 21 of the contract?

Mr. ELLIOTT: That is objected to.

A. I don't know what section 21 of the contract was.

Q. Did you not refer to that in your morning testimony?

A. I did not.

Q. Well, you described the method which you claimed was the only way to liquidate, and gave the reasons and difficulties that you met with in your direct testimony.

A. I did speak of the difficulties.

Q. Now, I ask you what property you had on hand to distribute to the Trustees of the trust from the constituent companies that you say was a difficulty to solve?

Mr. ELLIOTT: Objected to as incompetent

The COMMISSIONER: Objection sustained.

Q. Or that the defendant company turned over to you to distribute?

Mr. ELLIOTT: The same objection on the ground that it has already been ruled upon.

The COMMISSIONER: The same ruling.

The ATTORNEY-GENERAL: I note an exception.

Q. Mr. Archbold, you said that it would create a panic among the shareholders. In what sense do you mean that there would be no dealing in the shares of the trust stock? Why would there be?

A. As I stated the question taking the shares in the constituent companies would leave the owners without a market for them. Many would be forced to sell. Many were borrowing money. Many, of those who did not desire to take these constituent shares would be forced to sell, and that would result in a panic.

Q. You as a shareholder in the constituent stock, got exactly the same dividend on your stocks and your interest, and did after the liquidating that you did before?

556

A. I did.

Q. And there was no difference in the income whether they were received back in constituent stock or held in trust certificates?

A. To a person who was looking forward to it as a permanent investment, it would not make much difference, except that its current marketable value would be destroyed. But comparatively few of the shareholders were in that position.

Q. You were then saving the interests of the holders of the trust certificates by your act?

A. We were trying to protect the destruction of values on the part of the small owners.

Q. But the values you say were just the same whether they were re-converted or held in trust?

A. They were essentially the same, but there was no market value for the stocks of the company. They could not be sold as collateral.

Q. You were protecting only the trust?

A. I was protecting the owners.

Q. You were protecting the owners and the trustees and the stockholders, were you not?

A. Whatever its effect may have been.

Q. Were you not defending the trust certificate holders then at the expense of the stockholders?

A. I don't think so. I think that the large owners and the wealthier people might have taken advantage of such a panic as I have suggested, and have bought the stocks of weak holders at greatly reduced value.

Q. The trust certificate holders had nothing to sell, had they? Were they not illegal entities, were they not outlawed at that time? Were they not by this very decree that you are considering outlawed, or are you still considering them as valuable?

A. They exist.

Q. And you protected them?

A. We protected them to that extent, that a drastic measure on our part to have compelled an immediate submission of the trust certificates would have resulted in a panic of the value of the shares.

Q. And the course that you adopted maintained their value and increased their value just the same after the decree as before?

A. Well, it operated just exactly as I have described. I cannot make it any clearer.

Q. And increased the value in fact, did it not?

A. I don't know what its effect was in reference to the increase of value.

Q. You know that they rose in value from one hundred to five hundred?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: Objection sustained.

Q. And your acts protected the trust certificate holders to that extent, did they not?

Mr. ELLIOTT: Objected to.

557 The COMMISSIONER: Objection sustained.

Q. The only panic that you were trying to avert was a panic among the trust certificate holders?

A. I don't say we were trying to prevent a panic. I say we did not resort to drastic measures to compel an immediate submission. We all the time held out the request that the shares be submitted, but to have resorted to drastic measures would, in our judgment, have resulted in a panic, and the destruction in value, for a great number of small owners.

Q. What do you mean by dra-tic means?

A. Such drastic measures as the sale of the properties, if you please.

Q. Well, suppose you had refused to recognize the value of the entities known as trust certificates at all, as trustees. Would not that have compelled a liquidation at once? Would not that have wound up the trust at once?

A. That would have produced precisely the effect that I have spoken of.

Q. Do you set your judgment up against the judgment of the Supreme Court?

A. We do not. We all the time said to our shareholders that we wanted them to submit their certificates, and accept stocks in the constituent companies, but they declined to do it, and we had no power to compel them to do so.

Q. I understand you individually requested them to submit?

A. It was a continual request.

Q. You say they did refuse to submit their certificates?

A. Yes.

Q. You requested them on the one hand to return them and on the other hand you were paying them for keeping them?

A. We were only paying them what equitably belonged to them during the pendency of this matter.

Q. That is all you were doing when the trust was in full blast, was it not?

A. There was nothing else to do.

Q. You paid them just the same subsequent to the decree as you did before?

Mr. ELLIOTT: I object to the question.

The COMMISSIONER: I think it may be answered.

A. We paid them whatever was their equitable due.

Q. And you made no distinction so far as their interest was concerned, subsequent to the decree from what you did before?

A. We could not make any distinction.

Q. That was your instruction under legal advice?

A. It was.

Q. And that continues up to this date, does it not?

A. To the extent that they are still out.

Q. What per cent. of them are out?

A. About one-third.

Q. How many were out in November, 1897?

A. About fifty thousand shares.

Q. Were there not about three-sevenths out at the time of the filing of this decree?

A. About that.

558 Q. And in all that time you redeemed four-sevenths, which was done by the large owners, principally, immediately after the decree?

A. By the large owners.

Q. And those large owners' interests were not affected in any way by the decree?

A. They received just the same dividends after the decree as before.

Q. They were affected with reference to their marketable shape, but not as to their earning power, were they not?

A. Yes.

Q. And those large owners were those who owned a little over one-half or four sevenths and were the officers or officials of the company?

A. No, they were the large owners.

Q. And that in no way affected their receipts or dividends, I believe you say, or values, so far as they were concerned?

A. They did undoubtedly affect their market value but not their earning power.

Q. But did they affect their earning value any?

A. No.

Q. But did it affect those that held fractional shares to the extent of their holdings of fractional shares of stock in the constituent companies? Suppose a man had a fractional share, did it affect him?

A. I should think it would be hurtful to a man who had a fractional share. It is a very difficult thing for a man to market a fractional share.

Q. I mean as getting any dividend on a fractional share of stock. How would it affect a fractional share as to its dividend?

A. It would injure him.

Q. I ask you if the holders of fractional shares received any dividends upon them under your scheme of liquidation?

A. I don't know whether they did or not.

Q. You did not have any fractional shares yourself?

A. No, I did not; I don't think so.

Q. In order for a holder of trust certificates to return trust certificates and get a full share of the constituent companies' stock, how many trust certificates in value would he have to have at the time of the liquidation? Sixty-eight thousand, about, would he not?

A. Twenty-seven shares of trust certificates.

Q. Under your scheme of liquidation, then, as stated in your examination in chief, a holder that did not have sufficient trust certificates to get in return full shares from each of the constituent companies, would be a loser, would he not, on every fractional share of the constituent stock? That if he had to take any fractional shares he would be a loser on those?

A. It would be one of the disadvantages incident to converting the trust shares into the shares of the trust company.

Q. And you never had one redeemed that was a fractional share for a man that did not have enough to have a large redemption under your system?

A. I don't know about that. There may be fractional shares outstanding.

559 Q. So there were difficulties thrown in the way of the holders of trust certificates as well as of the trustees in the process of this liquidation?

A. As I have already said, one of the difficulties incident to this matter would attach in that way.

Q. And the means that you adopted were less drastic or were not drastice, and that is what you mean by saying that there was no way out except by maintaining or nourishing the trust certificates?

Mr. KLINE: I object to that form of question.

The COMMISSIONER: I think that question may be answered.

(Adjourned to 10.00 A. M., March 18th.)

MARCH 18TH—10.00 a. m.

[Hearing resumed.]

(The last question of the preceding day was repeated.)

A. My answer is, that I don't think there is any sense to the question whatever. We had endeavored and were endeavoring in good faith to carry out the order of the Supreme Court. We did not believe and do not believe that the Supreme Court of Ohio wanted us to do anything else than to carry out the order in its fair spirit, and that is what we were attempting to do and are still attempting to do.

Q. You are carrying it out under the form of liquidation that was provided for, I believe, in the original contract, are you not, what is known as section 21 of the contract? That is your theory of it?

Mr. KLINE: I object to it. The plan of liquidation is developed.

Q. Well, how are you carrying out your liquidating scheme? By what authority, do you claim, Mr. Archbold?

A. We are carrying it out by authority of the resolution of liquidation.

Q. The answer of the company to the complaint herein on contempt sets up that the only method open to the defendant of withdrawing from said trust and of distributing its stock and assets among the parties entitled thereto, was to distribute its said surplus among the holders of said certificates. Did you do that?

Mr. ELLIOTT: That is objected to.

The COMMISSIONER: That may be answered.

A. The answer of the company was strictly true, and right in accordance with the facts.

Mr. ELLIOTT: How much surplus I object to.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. Where did that surplus come from?

Mr. ELLIOTT: I object.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: Exception.

Q. You said further in that answer: "And to distribute its said shares of stock as soon as it could gain possession of the same
560 in like manner:" Did you distribute any shares of stock as liquidating trustees of the defendant company to the owners thereof?

Mr. KLINE: I object to the question.
The COMMISSIONER: The objection is overruled and it may be answered.

A. The answer of the company is unquestionably correct and true.
Q. What is your answer?
A. I know nothing beyond that. I assume that to be entirely correct.
Q. You were a stockholder of the defendant company?
A. I became so at the time of the dissolution of the trust.
Q. And are so up to date?
A. And am so now.
Q. Did you appear at the meeting of the defendant company, the stockholders' meeting?
A. I have no recollection of being at any of their meetings.
Q. Did you ever vote for any of their officers?
A. I may have voted by proxy: I think I have.
Q. Who was your proxy?
A. I don't recall.

Mr. ELLIOTT: I object to it as irrelevant and immaterial.
The COMMISSIONER: Objection sustained.
The ATTORNEY-GENERAL: Exception.

Q. Were not the entire interests of the liquidating trustees of the Standard Oil Company of Ohio, and their individual interests committed to one attorney who voted their interests at the stockholders' meeting for the election of officers?

Mr. KLINE: Objected to.
The COMMISSIONER: That may be answered.

A. The liquidating trustees have never voted at all. With reference to the affairs of the Standard Oil Company of Ohio, since the resolution of liquidation in March, 1892. The Attorney General knew that perfectly well when he asked the question.
Q. The officers that were in charge, that were in the office of the defendant and in command of the Standard Oil Company of Ohio at the time of the order of dissolution of the trust, how had they been elected?

Mr. KLINE: That is objected to as wholly immaterial.
The COMMISSIONER: I think that may be answered.

A. Prior to the dissolution of the trust, of course, the trustees voted for the officers as representing the stock which they held. Subsequent to that time they did not do so, and have not at any time voted at all with reference to the election of the officers of the Standard Oil Company of Ohio. I do hope I will get this into your mind clearly enough and on the record clearly enough so that we may be spared the further infliction of it.
Q. Will you state, Mr. Archbold, whether you had any new elections after the decree of the Court, or continued the same old officers subsequent to the decree till their term expired?

561 Mr. ELLIOTT: That is objected to.
The COMMISSIONER: I think it may be answered.

A. The elections occurred at their regular periods just in accordance with the statements which I have already made a number of times.

Q. And that was in January of each year?

A. I don't know that date. I haven't it in mind.

Q. And on March 2nd, 1892, there was a set of officers in power that had been elected as you have said, prior to that date under the trust agreement of the trustees. Is not that so? and that those same officers continued subsequent to March 2nd, 1892, in power without any new election by you as stock holders up until the following January, until the next annual election, and acted under the powers they received from the vote of the original trustees? Did they not?

Mr. KLINE: Objected to. It is quite unintelligible, to begin with.

The COMMISSIONER: Not pertinent; I sustain the objection.

The ATTORNEY-GENERAL: I note an exception.

Q. From what source do you receive compensation as liquidating trustees, for your services, Mr. Archbold?

Mr. ELLIOTT: Objected to as immaterial.

The COMMISSIONER: Sustained.

Q. Do you not receive compensation, or a portion thereof, from the Standard Oil Company of Ohio?

Mr. ELLIOTT: On reflection, if you want that I will withdraw the objection to the other question.

A. We do not.

Q. Or your expenses as liquidating trustees?

A. We receive nothing whatever from the Standard Oil Company as liquidating trustees.

Q. From whom do you receive your compensation? Who signs the vouchers?

A. We have no compensation as liquidating trustees.

Q. Don't you as officers of the liquidating trustees receive any compensation?

A. No, sir; not a cent.

Q. And have not?

A. And have not.

Mr. FLAGG: Mr. Attorney General requests me to take up another branch of the case and cross examine the witness.

Mr. KLINE: I object to permitting a further cross examination by new counsel after six hours of cross examination already had by the Attorney General as leading to an abuse and we feel justified in making the objection because of former experience in the same way.

The COMMISSIONER: The rule in our courts in Ohio is to the effect that but one attorney examines the same witness. The Commissioner, personally would have no objection to Mr. Flagg continuing the cross examination, yet the defendant company's attorneys
562 insist that the general rule shall be observed, that but one attorney shall cross examine. That order will be observed in the hearing of this case.

The ATTORNEY GENERAL: I note an exception.

Q. Were you as trustees of the Standard Oil trust notified officially by the defendant Company in any way, Mr. Archbold, of the judgment of ouster of March 2nd, 1892?

A. I suppose we were.

Q. Did this defendant company make any request from you as a board of trustees of the trust by resolution or otherwise, in view of this judgment or concerning this judgment?

Mr. KLINE: That is certainly calling for records of the corporation. I object to the question.

The COMMISSIONER: It may be answered.

A. I have no recollection. I don't know about it at all. I don't know what he means.

Q. Were you informed and were you aware of what took place at the meetings of the board of trustees of the trust, Mr. Archbold, at this time, immediately subsequent to this decree?

A. I did have knowledge of what occurred at the meetings of the Board of Trustees, yes.

Q. Did you participate, Mr. Archbold, in the call for the holders of trust certificates for their meeting of March 21st, 1892?

A. I suppose I did.

Q. What was the immediate cause for the call of that meeting Mr. Archbold?

A. The call was to take the action which was taken at the meeting in reference to this judgment—with reference to the action of the trustees and the dissolution of the trust, in view of this judgment, yes.

Q. The meeting was called in pursuance to that notice and the resolution was passed which, as I understand you called the liquidating resolution, under article 21 of the contract.

Mr. ELLIOTT: I object; it was not so said.

The COMMISSIONER: Objection sustained.

Q. Was the resolution passed pursuant to any of the sections of the trust contract?

Mr. ELLIOTT: That I object to; the resolution speaks for itself and has been given in evidence. It is incompetent and immaterial.

The COMMISSIONER: Objection sustained.

Q. Had the defendant company provided for just this meeting by signing the trust agreements of 1892?

Mr. KLINE: I object to that; it appears in the agreements themselves.

The COMMISSIONER: The objection is sustained.

Q. Did the defendant company know that this meeting was going to be held and was it in any way represented there?

Mr. KLINE: I object to that.

563 The COMMISSIONER: I think that may be answered.

A. I don't know whether they knew it or not. I suppose the individuals knew it who were stockholders.

Q. Did this company know it officially in any way?

Mr. KLINE: I object to it.
The COMMISSIONER: Let it be answered.

A. What company?
Q. The defendant company; the Standard Oil Company of Ohio.
A. I don't know whether it did or not.
Q. Did you as trustee of the trust in any way notify this defendant company of this proposed meeting officially?

Mr. KLINE: I note an objection.
The COMMISSIONER: It may be answered.

A. I don't suppose I did. I have no recollection of doing so.
Q. Did any of the trustees or board of trustees so notify it?
A. I don't know whether they did or not.
Q. Did you pass any such resolution or take any action as a board?
A. I have no recollection of the matter at all.
Q. Did the defendant company in any way oppose or protest against this resolution passed at the meeting for the guidance of your board of trustees, when you passed this resolution?

Mr. KLINE: I object to it as irrelevant and incompetent.
The COMMISSIONER: It may be answered.

A. I don't know as I understand the question, but if I do understand it, my answer would be that the action taken was with reference to a careful compliance with the order of the Court.

The COMMISSIONER: Mr. Stenographer, please repeat the question.
(Question repeated.)

A. I knew of no such action on the part of the Standard Oil Company of Ohio.
Q. Is it not a fact that the defendant company was present at that meeting by its stockholders, the holders of your trust certificates?

Mr. ELLIOTT: I object to it as a matter of argument.
The COMMISSIONER: I think it is permissible.

A. The owners of the trust stock were present. I don't know that the Standard Oil Company of Ohio in any such sense in any corporate sense was present. There is no sense in the question.
Q. You understand that it, the defendant company, was not represented by any official act in the agreement of 1892? The Court held that it was the corporate act because it was the act of the stockholders. Do you not?

Mr. KLINE: I object to it.
The COMMISSIONER: Objection sustained.

564 Q. Was not the defendant company represented in this meeting of the trust certificate holders of March 21, 1892, in the same way as it was represented in the trust agreement of 1882?

Mr. KLINE: I object to that. It is asking him to make a com-

parison as between an agreement, which speaks for itself, and the situation in March, 1892, which he has disclosed.

The COMMISSIONER: It is not proper, Mr. Attorney-General, in that shape.

The ATTORNEY GENERAL: I note an exception.

Q. Was the defendant not at this meeting just as effectively as it was in the agreement in 1882?

Mr. KLINE: Objected to.

The COMMISSIONER: Objection sustained.

Q. Was it not so considered at the meeting? and was not this the reason why the trustees had not been notified by this company of the judgment?

Mr. ELLIOTT: The same objection.

The COMMISSIONER: Objection sustained.

Q. Was it not because you considered each trust certificate holder a stockholder of the defendant, that it was not considered necessary for the defendant company to make any official or other demand of the trustees?

Mr. KLINE: I object to that.

The COMMISSIONER: That is asking for a conclusion of the witness. The objection is sustained.

Q. To your knowledge has there ever been any act or effort on the part of anybody, any officer, or otherwise, of the defendant company, to disentangle itself from the trust, except to fall in with this resolution above referred to, passed on March 21, 1892?

Mr. ELLIOTT: We object.

The objection is overruled and the question may be answered.

A. The defendant company was absolutely disentangled from the trust and there has been no act contrary to that disentanglement.

Q. And it has done no act except to fall in with that resolution?

A. It has done no act not in accord with the absolute disentanglement of the trust.

Q. And it has done no act except to fall in with that trust resolution?

A. My former answer covers that.

The COMMISSIONER: Do you desire to add anything to that, Mr. Archbold?

A. I think the question is fully answered, Mr. Commissioner.

Q. Has the defendant company done anything todisentangle itself from this trust, except to fall in with the provisions of that resolution, Mr. Archbold?

Mr. KLINE: That has already been answered.

565 The COMMISSIONER: The objection is sustained. It calls for a conclusion.

Q. What has the defendant done, except to fall in with this resolution of March 21, 1892, to disentangle itself from the trust?

Mr. KLINE: Objected to.
The COMMISSIONER: I think that may be answered.
Mr. KLINE: I note an exception.

A. It has managed its affairs entirely independent of the trust or any direction from it—entirely independent of the trust or any suggestion or direction from it.

The ATTORNEY-GENERAL: That answer is a mere conclusion. We asked him what it had done to disentangle itself from this trust, your Honor. Are we not entitled to an answer to this?
The COMMISSIONER: You may put further questions.

Q. What has it done to disentangle itself from the trust, besides, of course, following out this resolution of the trustees of March 21, 1892?
A. It has managed its affairs in all respects and the details of its business to the very utmost, with reference to its full independence and in accordance with the dissolution from the trust and under the order of the Supreme Court of Ohio.
Q. In accordance with this resolution of March 21, 1892?
A. In accordance with the action taken disentangling it from the trust.
Q. Taken by the certificate holders at this meeting?

Mr. KLINE: Well, that don't mean anything.

Q. Was that the disentanglement that you referred to, the action taken by the certificate holders at that meeting?
A. The action was taken following the resolution of the certificate holders at that meeting, the action of the company, the action of the Standard Oil Company of Ohio was taken at that meeting.
Q. And in accordance with the resolution of March 21, 1892?

Mr. ELLIOTT: I object to it.
The COMMISSIONER: Objection sustained.

Q. I read from the answer of the Standard Oil Company of Ohio in this proceeding, as follows, transposing a little: "The only way in which it," the defendant company, "could accomplish a withdrawal from the trust agreement was by the issuance of its capital stock to the various owners thereof, whose ownership was evidenced by their holdings of trust certificates." Was this resolution of March 21 passed so as to secure this issuance by the defendant of its capital stock only to trust certificate holders?

Mr. KLINE: I object to the question because it was exactly the question that was asked yesterday, and the Court overruled it. It calls for a conclusion.
The COMMISSIONER: I think it may be answered.

566 A. Its stock could only be issued as the trust certificates were submitted. That was the course of the proceeding.
Q. Was your vote for this resolution to the effect that the stock of the defendant company should be distributed only to the holders of trust certificates?

Mr. KLINE: I object to it. The resolutions speak for themselves.
The COMMISSIONER: It is entirely incompetent.

Q. Do you now say that this was the only way by which this defendant company could have severed all connection with this trust agreement?

Mr. ELLIOTT: That I object to.
The COMMISSIONER: I think that is a competent question. It may be answered.

A. I think it was the best way.
Q. You said in your direct examination that if the stock of this defendant company had been directed to be sold by the trustees out of the trust, the result would have killed many small shareholders? What small shareholders of the trust or Standard Oil Company of Ohio, and in what way would they have been killed?

Mr. ELLIOTT: I repeat the suggestion that there is no such phrase used by the witness here.
The COMMISSIONER: The question may be answered.

A. I did not make any such answer, Mr. Commissioner, as is quoted in the question.
Q. I call your attention to the answer on direct examination as found on page 13, Mr. Archbold, wherein you say, "The effect would have been disastrous, not only to the business, but to the interests of the small shareholders." In what way would it have been disastrous to the small shareholders, and what small shareholders did you refer to? Small shareholders of the trust certificates, or of the stock of the company?
A. There was no stock of the defendant company in the hands of small shareholders at that time, except possibly qualifying shares on the part of directors. I refer to the certificates of stock of the Standard Oil Trust.
Q. In the same answer above referred to you further stated it would have thrown out of employment a great number of men in the State of Ohio. Please explain that more fully. In what way and how? That is, if the trustees had sold the defendant company's stock as a means of liquidation?
A. Oh, any interruption of the business incident to a change of ownership would have disturbed it, checked it for a time, thrown people out of employment, resulted in disturbance in every way.
Q. Please explain more fully how the ownership of the stock of the Ohio company by an independent purchaser at such a sale instead of by these trustees, would have injured laborers in Ohio, as you speak of in your answer on the direct examination?
A. Oh, I don't think the question has any sense in it
567 whatever. I have already answered it in my previous answer.
Any disturbance of the business would have been bad for all concerned.
Q. How would such a change of ownership as we have asked about in the above question affect the business?
A. My former answer holds.

Q. And in that same answer you also said it would inconvenience the consumers of oil throughout the country. Please explain in what way such a sale would be an inconvenience to consumers of oil throughout the country?

A. Any interruption of the regular supply of oil would have been a great inconvenience and loss to the consumers.

Q. How would the change of ownership from the trust into the hands of a purchaser have affected the consumer or stop the production of oil?

A. Well, any such change as would have been involved in a sale of the property could not have been affected without stoppage and interruption of the business.

Q. I asked about the sale of the stock?

A. I am talking about the sale of the stock, which means the sale of the property, if it means anything.

Q. Even if it had done all these things, do you consider that the defendant company had the right to disregard a straight and plain way to obey the orders of the Court to void them?

Mr. KLINE: I object.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. Do you know of any reason why these trust certificate holders could not have directed the trustees to sell the corporate stock of the defendant company that they so held?

Mr. ELLIOTT: Objected to as incompetent.

The COMMISSIONER: It may be answered.

A. The method determined upon was considered the very best one, under all the circumstances the very best one. It was considered a strict compliance with the order of the Court. We were so advised by counsel and we adopted it as being for the best interests of all concerned.

Q. How could the trust obey the order? But there was no reason why you could not have sold the stock?

A. My answer is again that whatever other things might have been done, this was determined upon as the best thing to be done under advice of counsel and in compliance with the order of the Supreme Court of Ohio.

Q. It could have been done, could it not?

A. I don't know whether it could or not.

Q. Have you ever been a trustee in any other business than this?

Mr. KLINE: I object.

The COMMISSIONER: The objection is sustained.

Q. Why not have sold this defendant company's stock, as well as have sold the property they were directed to sell out of this trust?

568 Mr. KLINE: I note an objection, if your Honor please.

The COMMISSIONER: That may be answered.

A. Because it would have resulted in great injustice to the great majority of the shareholders of the trust who were small shareholders,

and who were in no position to have protected themselves in any such action.

Q. In the case of such a sale of the stock of the defendant company, the trust would have had the money that the stock sold for and the purchaser or purchasers of such stock would have been independent owner or owners of the defendant company, would they not?

Mr. KLINE: I note an objection.

The COMMISSIONER: I think that is not competent. It is asking for a conclusion of the witness which is not proper in any event.

The ATTORNEY-GENERAL: I note an exception.

Q. Is there any other reason why this corporate stock should go by this circuitous route to trust certificate holders except to benefit the people interested in this trust agreement of 1882?

Mr. KLINE: That is objected to.

The COMMISSIONER: The objection is sustained. It is a mere conclusion.

The ATTORNEY-GENERAL: I note an exception to that.

Q. Is it not a result of this plan that you have narrated, of what you call in your answer a liquidation, that about three-sevenths of the defendant's stock is still subject to the disposal of your board of trustees?

Mr. KLINE: That is objected to.

The COMMISSIONER: The objection is overruled.

A. I declare, I don't see any sense to the question whatever. I don't see what he is getting at. I don't know how to answer it.

Q. Is that all the answer that you have?

A. That is all the answer that I have. I don't see any sense to it.

Q. Do you wish it re-read because you don't understand the language?

A. No, I think I have heard it.

Q. And you decline to give any other answer?

A. I don't know how to answer it. I don't see any sense in it.

Q. Does not the fact that about three-sevenths of this defendant's stock still remain subject to the order of these trustees make this defendant company still a prop of your monopoly and of your trust?

Mr. KLINE: The question is objected to.

Mr. ELLIOTT: Objected to as incompetent——

The objection is sustained without any argument.

The ATTORNEY-GENERAL: I note an exception.

Q. Does the fact above referred to that three-sevenths of the original stock or about that amount of this defendant company still remains subject to the control of your liquidating trustees,
569 furnish one of the reasons, and *the* reason, for the continuation of yourselves as a board of liquidating trustees?

Mr. KLINE: That is objected to.

The COMMISSIONER: Objection is sustained.

The ATTORNEY-GENERAL: I not- an exception.

(Hearing adjourned to 2:15 P. M.)

2:15 P. M.

Hearing resumed.

The COMMISSIONER: Mr. Archbold desires to add something to his former answers to a question which was as follows: "Is it not a result of this plan that you have narrated of what you call in your answer a liquidation, that about three-sevenths of the defendant's stock is still subject to the disposal of your board of trustees?"

A. It is not. After the liquidation there was no stock of the Standard Oil Company remaining in the hands of the trustees as was testified to a number of times.

By the ATTORNEY-GENERAL:

Q. Did you understand the question to mean as saying still in the hands of the trustees?

A. I desire to make it just as broad as possible, either in its hands or under its control in any way.

Q. Could a would-be exchanger of trust certificates obtain any of the three-sevenths of the stock of the defendant company without presenting to the defendant company a certificate signed by your board of trustees?

A. The trustees have no control whatever of the stock of the Standard Oil Company of Ohio, and I have already testified to this fact over and over again. No intervention of the trustees would be necessary to get the stock of the Standard Oil Company of Ohio to anybody who is legally or equitably entitled to it.

Q. Do I understand you to say, Mr. Archbold, that there is no intervention or no acts required on the part of the liquidating trustees to enable the holder of a trust certificate of the Standard Oil Trust to get part of this three-sevenths of the stock of the defendant company?

Mr. KLINE: I note an objection to it, because the whole subject was thoroughly explored yesterday.

The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception to the ruling sustaining the objection.

Q. You say that this defendant company has paid no dividends since the entry of this decree, either to the individual owners of its stock or the unliquidated three-sevenths?

Mr. ELLIOTT: He has not said so and it cannot be found in the record.

Mr. KLINE: It is admitted that there was a distribution made on the 17th of March, 1892.

570 The COMMISSIONER: Objection sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. Has this defendant company made any earnings since this decree?

Mr. ELLIOTT: Objected to as incompetent.

The COMMISSIONER: The objection is sustained.

The ATTORNEY-GENERAL: I note an exception.

Q. Mr. John D. Rockefeller, the President, if I understand, says that they did. Do you agree with that?

Mr. KLINE: I object to that.
The COMMISSIONER: Objection sustained.

Q. If there are accumulated earnings not paid out in dividends, do they not belong to these unliquidated three-sevenths or whatever portion that may be, as well as to the stock held by individuals, and are not they so credited on the books of your company, the defendant?

Mr. KLINE: I object to it.
The COMMISSIONER: Part of the question is not proper—the last part. Will you change it? As the question is, the objection is sustained.

Q. If there are accumulated earnings not paid out in dividends, do they not belong to these unliquidated three-sevenths or whatever portion that may be, as well as to the stock held by individuals?
A. Unquestionably.
—. When a holder of trust certificates takes your certificate of legal title to the defendant company and gets some of this stock, does he get any such accumulated earnings included?

Mr. ELLIOTT: I object.
The COMMISSIONER: I think under the order that may be answered.

A. He gets the stock and it carries with it whatever there is of value represented by it.
Q. And in this way, do not the earnings of the defendant company still go to the holders of your trust certificates?

Mr. ELLIOTT: That is asking for a conclusion. I object to it.
The COMMISSIONER: It may be answered.

A. They do not.
Q. Why not?
A. I have already stated that the trust has no relation whatever with the Standard Oil Company of Ohio; the Standard Oil Company of Ohio is in all respects disentangled from the trust, and no trust certificate represents any part of its ownership or shares.

Redirect by Mr. ELLIOTT:

Q. Mr. Archbold, I find a statement in the New York World of this morning purporting to be an interview with Attorney General Monnett in which he states to the reporter: "You know that
571 the Standard Oil Company of Ohio destroyed sixteen cases of their books soon after the order was made on them to produce them before the master." State whether that is true.
A. It is not true.

Recross-examination by the ATTORNEY GENERAL:

Q. Now, Mr. Archbold, you were not present when the books were moved, were you, in November, 1898, from the office of the Standard

Oil Company of Ohio, on Euclid Avenue to the furnaces of the Company?

Mr. ELLIOTT: I object to it.

The COMMISSIONER: The objection is sustained.

Q. Were you present when the testimony of Mr. McNierney was given that he moved sixteen boxes containing books from their office in Euclid Avenue to the furnaces in the shops?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: Objection sustained.

Q. Were you present when Mr. McNierney testified or do you know of his testimony concerning his part in the burning of the books?

Mr. KLINE: That is objected to for the reason that it assumes a falsehood.

The COMMISSIONER: The question may be answered.

A. I was not present, but I knew about it.

Q. You were not present when the books or whatever Mr. McNierney testified to—you were not present on that date in the offices at Cleveland, Ohio, were you, in November, 1898?

Mr. ELLIOTT: Objected to.

The COMMISSIONER: It may be answered.

A. I was not present, but I knew about it.

Q. You knew about it purely by hearsay, did you not?

A. I knew about it from careful reports and authentic sources.

Q. But it was from hearsay, was it not?

A. It was from authentic sources.

Q. It was from hearsay, was it not?

A. It was from people who knew all about it.

The ATTORNEY GENERAL: Now I move your Honor to strike the testimony given by this witness in re-examination from the record because it was purely hearsay evidence.

Mr. KLINE: I object to that.

The ATTORNEY GENERAL (continuing:) His questions and answers in re-examination by Mr. Elliott. He have shown that he knew nothing, about it personally, that it was all secondary
572 evidence and, therefore, mere hearsay evidence, all that he can give about the burning of the books.

The COMMISSIONER: Let the answers stand.

(Adjourned to 10 A. M., March 20th.)

Testimony closed. Adjourned. March 20th.

FRANK L. STEVENS,
Stenographer.

(The following correction was made by the witness, John D. Archbold, after his foregoing testimony was transcribed and presented to him to be read before being signed and is here inserted at his request.)

The WITNESS: I wish to correct, so as to prevent misunderstand-

ing, my answer on the 360th page to the following question: "Q. You, as a shareholder in the constituent stock, got exactly the same dividend on your stocks and your interest, and did after the liquidation that you did before?" To which the answer recorded is, "I did." This answer is incorrect and inconsistent with my previous testimony in one particular, to-wit, that after March 17, 1892, no dividends or profits were received directly or indirectly by holders of Trust Certificates from the Standard Oil Company of Ohio.

FRANK L. STEVENS,
Stenographer.

573 And afterwards, to-wit, on March 24th, 1899, the following deposition, (No. 11), taken at Cleveland, Ohio, was filed:

574 CLEVELAND, O., *March* 24, 1899—10 o'clock a. m.

Appearances: Hon. F. S. Monnett, Smith W. Bennett, Esq., for Plaintiff; Hon. Virgil P. Kline, F. H. Goff, Esq., for Defendant.

Hearing resumed pursuant to adjournment.

The defendant, to maintain the issue on its part, offered

VIRGIL P. KLINE as a witness, who being first duly sworn, testified as follows:

(By Mr. GOFF:)

Q. State your name.

A. Virgil P. Kline.

Q. You are a member of the Cleveland bar?

A. Yes, sir.

Q. You were attorney for the defendant in the case of the State of Ohio on relation of David K. Watson, against The Standard Oil Company, in the Supreme Court?

A. I was one of them; yes, sir.

Q. Do you remember when the decree was entered in that case?

A. The journal entry, I think, was handed down on the 2d of March, 1892.

Q. What, if anything, did you do in the way of attempting to procure a modification of that decree? State fully.

Objected to by the Attorney-General, as immaterial and irrelevant.

Objection overruled.

Exception by the State.

A. On the 3d of March, 1892, I think, I received a copy of the journal entry, and immediately went to New York. On the 7th of March, 1892, from New York, I wrote His Honor, Judge Spear, then Chief Justice of the Supreme Court, a letter, and mailed the same, of which the following is a copy:

"Standard Oil Company.

26 BROADWAY, *March 7th*, 1892.

Hon. William T. Spear, Columbus, Ohio.

DEAR JUDGE: Decisive steps will be taken at once not only to release the Standard Oil Company from any relations to the trust, but to terminate the entire trust. Discussion of means and details
575 discloses practical difficulties, but with time and care they can all be overcome. On my return to Ohio, which will be at the close of the week, I will want to sit down with you and your associates and explain some of these difficulties and ask your indulgence and a slight modification of one paragraph of your journal entry, but which will not impair the force of your judgment.

Thanking you for your courtesy and kindness in the past, I am,

Very respectfully,

V. P. KLINE."

"MARCH 7TH, 1892.

Hon. D. K. Watson.

MY DEAR SIR: Your telegram received, and we are very much obliged to you for the spirit it manifests. I will want to have an interview with you and the judges privately within a week. Of course you can understand the propriety of as much privacy in adjusting a large business to the decree of the court as possible, and I will have no hesitation in giving you personally abundant reasons for the requests I will have to make.

I will return to Ohio on Saturday and will hope to see you early the following week.

Very respectfully,

V. P. KLINE."

Later than that, and on the morning of the 16th of March, 1892, by appointment, I met the Judges in chambers, and in the presence of Hon. J. K. Richards, who had then become Attorney-General, and in the presence of the Hon. D. K. Watson, the former Attorney-General, and under whom the litigation had been instituted and prosecuted to final hearing, made a request of the Court, stating in substance to them what seemed to us a necessity for a temporary recognition of the Trustees, in order to accomplish a dissolution of the trust and a compliance with the order of the Court; and, in substance, said that it was impossible for the Company to know who the certificate holders were except to learn that fact through the Trustees; impossible for it to get its stock back except as it took a re-transfer from the Trustees, and that it seemed very desirable to make a distribution at once of ready assets to the certificate holders, through the Trustees, and thus reducing the assets of the corporation to its capitalization, that there might be more simplicity and ease in the exchange of Trust certificates for corporate stock. And I requested the Judges to make a modification of the journal entry—and I have in my hand the journal entry which I had then—to the extent of inserting at the close of it the words "after ..... months

from date." This the Court declined to do, but later in the day Judge Spear handed me a letter, of which the following is a copy:

576 "William T. Spear, Chief Justice; Joseph P. Bradbury, Franklin J. Dickerman, Thad. A. Minshall, Marshall J. Williams, Judges.

Supreme Court of Ohio.

Consultation Room.

COLUMBUS, *March 16th*, 1892.

DEAR SIR: In respect to your informal application made to the court this morning for a modification of the decree in The State ex rel. v. The Standard Oil Company, by adding at the end thereof the words "after —— months from date",

I am authorized to say that the Court is not disposed to change its order at this time. But so long as those in control appear to be engaged, as now, in an honest effort to dissever the relations of the Company with the trust, and liquidate and wind up the affairs of the trust, the Court will not be disposed to interfere.

Yours very truly,

W. T. SPEAR,
Chief Justice."

Virgil P. Kline, Esq., Cleveland, O."

This letter was handed to me at Columbus on the day it bears date, and the original letter, after the beginning of these proceedings, and before the filing of the answer herein, I handed back to Judge Spear. Those are all the efforts that were made in that direction.

Mr. MONNETT: I move to strike the answer from the record as incompetent and immaterial, and for the further reason that it seeks to modify the decree of the court by said parol statement.

Discussion.

Master COMMISSIONER: I think I will content myself at this time, without entering fully the reasons, with overruling the motion of the Attorney-General.

To which ruling the State excepted.

Cross-examination.

(By Mr. MONNETT:)

Q. In the entry that you have refreshed your memory from in the testimony just given, there is a star or asterisk toward the latter part of the entry, and below, there are the partial remains of some kind of a footnote that has been torn off from the entry, apparently. Will you state, Mr. Kline, whether there were other insertions that asterisk referred to, that seems to be torn from the bottom,
577 where there is only a partial evidence of written words left below whether there was anything additional?

A. Nothing else I asked except what I have stated, and that is, that there should be inserted, "after .... months from date." It has not been a part of that journal entry since that time that I know of; I cannot recollect—some leadpencil memorandum I made.

Q. After the words "said shares," there is an asterisk.

A. A little lead pencil asterisk?

Q. Yes; and at the bottom of this sheet, about one-fourth of this sheet has been torn off from the bottom, and there is evidence of some lead pencil writing having been torn off, as part still exists. Was that part of the amendment you asked for?

A. No, no; what I asked for is outlined by what Judge Spear says in his letter, "after .... months from date" is indicated there. I may have made some notes myself; I don't remember what that was, but it had nothing to do with the journal entry.

Q. And that was the only modification?

A. That was the modification I asked.

Q. Is that the only one?

A. Yes, as far as I now remember.

Q. And you had already inserted at that time these words, "after .... months from date"?

A. That is what I had before me; I believe that is the identical paper I had at that time as a copy of the journal entry. Of course, I have got other copies, but I think that is the identical copy; and it's evident that is all I asked for, for that is all Judge Spear refers to in his letter.

Q. How many months did you ask for?

A. I think it was four I would not be certain.

Q. Then you are not positive, are you, Mr. Kline, whether there were not some other requests in addition to what you say is herein given?

A. I think that is all. I think that is the substance of what was requested; and Judge Spear's letter confirms that, because he refers to my application to secure a modification by adding at the end thereof the words "after ..... months from date."

Q. There was no other denial or refusal than what appears in this letter—or was there other than this?

A. That is all I recollect of.

Q. Did not Judge Minshall give you at the same time his views on this matter?

A. Judge Minshall expressed some opinion about it, and said that he didn't want to make any modification, or something to that effect, that would emasculate the decision. That is all I recollect of any particular individual. I was endeavoring to show it would not emasculate it. The judges treated me very kindly, and listened patiently, and there was some talk that I don't recollect about.

Q. "General" Richards, you say, was present at this time?

A. He was.

Q. And General Watson?

A. Yes, sir.

578 Q. You don't claim any consent or extension by them, I suppose?

A. Certainly not.

Q. Whatever was said and done to get this modification, was done in chambers in the court, and before the judges you have named above?

A. Certainly. The five were present; Judge Dickman has now gone off the bench, and Judges Burket and Shauck were not there.

Q. In giving your testimony, you read a list of Judges.

A. That appears in the letter.

Q. That was the printed form of the letter-head?

A. Yes, sir.

Mr. KLINE: This is as far as we will offer any evidence. Our time is up to-day, I believe.

VIRGIL P. KLINE.

Mr. MONNETT: Mr. Master, we asked you, in the last sitting in New York, whether you would allow at that time rebuttal testimony of witnesses we had there present, which I understand you, under the objection of counsel from the other side, refused. And we now ask you if you understand your powers are such, under the order of the court, that you will permit any rebuttal testimony?

Master COMMISSIONER: My understanding now is the same as it was in New York, that the testimony under the order of the court, of the State, was to be taken between February 16th and March 4th—it closed on the night of the 3rd of March, at midnight; that no further testimony can be offered by the State in rebuttal or otherwise, unless the Supreme Court should modify its order so that the Attorney-General might offer evidence in rebuttal; that the Attorney-General was aware that testimony was to be taken in New York by the defendant, and if he had supposed that any evidence was required by him in rebuttal—might be required—that unquestionably the Supreme Court would have made an order accordingly.

Case closed.

The foregoing, with the exhibits, is all the evidence offered or given by either party to this cause.

ALLAN T. BRINSMADE,
Special Master Commissioner.

579 And afterwards, to-wit, the following Report, (No. 12), of Special Master Commissioner was filed:

580 *Report of Special Master Commissioner.*

To the Honorable the Supreme Court of Ohio:

I have the honor to report that on the 25th day of June, A. D., 1898, I was notified of my appointment by your Honorable Court as special Master Commissioner, for the purpose of taking testimony in the case of the State of Ohio, ex rel. The Attorney General against The Standard Oil Company, the order of the court being in the words following, to-wit:

"This day this cause came to be heard upon the motion of the relator for the appointment of a Special Master Commissioner, and the court being fully advised in the premises, finds that said motion is well taken, and does hereby appoint Allan T. Brinsmade, Esq., as Special Master Commissioner herein, and authorizes and empowers him, upon giving reasonable notice to the parties hereto, to make such examination of the officers, affairs and books of the defendant company, and to take such testimony and proofs, either within or without the State of Ohio, as the relator or the defendant may desire, pertinent to the point at issue in this proceeding, and raised by the pleadings filed herein, and to issue all necessary process and subpœnas *duces tecum* for the attendance of witnesses and the production of such books and such other written evidence as may be competent and to administer all necessary oaths, and to report, in writing, all such examinations and testimony to this court without unnecessary delay."

Immediately upon the receipt of such order, to-wit, June 25, 1898, I notified the Honorable The Attorney General of Ohio, that I would be ready to proceed with such hearing at any time. On June 27th, 1898, the Attorney General replied, "Your favor of the 25th inst. duly received. Work against the Standard Oil Company will not be taken up until September next." Subsequently the Attorney General and Mr. Virgil P. Kline arranged the time for October 10, 1898, at the City of New York. Upon that date the taking of testimony was commenced on behalf of the State, at the Hotel New Amsterdam, in such City, pursuant to notice given by me to the attorneys for the State, and the defendant Company. The testimony of John D. Rockefeller and John Bensinger was taken and completed; a complete transcript of such testimony, together
581 with exhibits, being attached to this report. On the 14th day of November, 1898, at the City of Cleveland, testimony was taken in behalf of the State, of F. B. Squire, a transcript of which is annexed to this report. On the 23rd day of November, 1898, and the day following, at the City of Cleveland, the testimony was taken of James Corrigan and Hon. Steveson Burke, a correct transcript of which is attached to this report. The 22nd day of December, A. D., 1898 was fixed for a further hearing in the case, and the attorneys for the State and the Company were present, but for good reasons the hearing was continued to January 4th, 1899, at which time the further taking of testimony was continued to February 17th, 1899, when the examination of F. B. Squire was resumed by the State. Benjamin W. Brown was also examined as a witness for the State, a correct transcript of the evidence of each of the above named being hereto annexed.

582 The further taking of testimony was resumed by the State, pursuant to notice, at the City of Columbus, February 27, 1899, and following days. The testimony was taken of George Rice and Malcom Jennings, a correct transcript of which is hereto annexed. On March 2nd, 1899, testimony was taken pursuant to notice, in behalf of the State, at the City of Newark, Ohio, the wit-

ness being W. H. Clark and C. W. Thompson, transcript of their testimony being hereto annexed.

Subpœnas were issued by the State, for witnesses to appear at the room of the Municipal Code Codifying Commissioners, at Columbus on March 3, 1899, but the witnesses for whom such subpœnas were issued, not being found, no evidence was taken. That date being determined upon by the Supreme Court as the last day upon which testimony could be taken for the State, no further testimony was taken on behalf of the State. Pursuant to notice, testimony in behalf of defendant Company was taken in New York, beginning March 7, 1899, Mr. J. D. Archbold being the only witness examined, a transcript of his testimony being hereto attached. On the 24th of March, 1899, pursuant to notice, the deposition of Mr. Virgil P. Kline was taken at Cleveland, a transcript of his testimony being hereto attached.

Under the order of the court, no further testimony could be taken in the case after such date, consequently I declared the taking of testimony as closed. I have not deemed it advisable to encumber the record with copies of the various notices served, and subpœnas issued, and no useful purpose could be gained thereby, as no question has arisen between the counsel for the State, and the defendant Company, as to such notices and subpœnas.

It will appear in the transcript of the testimony herewith submitted, that counsel for the defendant company objected to many questions of the Attorney General, and was sustained in such objections as to many of them. As to the power of the Master in the taking of testimony, the Attorney General and the Master disagreed. The Attorney General claiming that the Master exceeded his authority in excluding certain testimony; that he had no more authority than a Notary Public, and could not exclude testimony. The Master was of the opinion, that the *order* of this Honorable Court, directing him to "take such testimony"—"pertinent to the point at issue in this proceeding, and raised by the pleadings",
583 and such "written evidence as may be competent", meant just what is actually expressed. That in the language thus used in the order to him directed, there was no absurdity, contradictions, or ambiguity, and the Master was therefore bound to observe the clear and plain language of the order, and would not be justified in a departure from its obvious meaning.

While it may not be the province of the Master to allude in his report to his reasons for sustaining or overruling certain questions, yet, he now finally desires to explicitly state that he had carefully read the opinion of the court in the original case in the 49th O. S. also the Journal Entry, and the pleadings, likewise the order of the Court authorizing and empowering him "to take such testimony and proofs"—"pertinent to the point at issue in this proceeding, and raised by the pleadings filed herein." These were his guides in the taking of testimony which he endeavored to observe and follow to the best of his ability. All reasonable latitude in examination of witnesses was allowed, in order to arrive at facts pertinent to the issue, and many questions were permitted under such latitude as

preliminary, the Master presuming they might be made competent by subsequent questions, which in many instances was not the case. It is quite unnecessary to refer to such questions, as the Court having in mind the issue will readily note them.

Respectfully submitted,

ALLAN T. BRINSMADE,
Special Master Commissioner.

Cleveland, O., April 6th, 1899.

584 And afterwards, to-wit, on April 15, 1899, the following Bill of Information in Contempt was filed:

585 In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. D. K. WATSON, Attorney General, Plaintiff,

vs.

THE STANDARD OIL COMPANY, Defendant.

Bill of Information in Contempt.

Now comes F. S. Monnett the duly elected, qualified and acting Attorney General of the State of Ohio and gives the Court to understand and be informed, that the said original cause of action was filed in this court on or about May 8th 1890; that the issue was joined by an answer to amended petition, and the decree rendered by this court in ouster on or about March 2, 1892; that afterwards to-wit; the plaintiff caused to be filed a certain bill of information in contempt on or about November 9th, 1897, to which an entry allowing a rule requiring the defendant to file its answer to said charges in contempt in this court on or before the 15th day of January 1898, said entry requiring said defendant to show cause why it and its stockholders and officers should not be punished for contempt as charged in said information, and that defendant be forwith served with a copy of this order and of said information.

That the same was duly served on said defendant company by entry of appearance of the defendant therein through their attorneys, and on or about Jan. 15th, 1898 an answer in contempt was filed and a reply thereto by the State with a series of interrogatories thereto attached: that thereafter under the order of this court, on or about October 11th, 1898 before a Special Master Commissioner appointed by this court, testimony was taken in the City of New York of the President, John D. Rockefeller, and subsequently testimony was taken, or attempted to be taken, in the City of Cleveland, City of Columbus and Newark on the part of the State to maintain the issues so joined in contempt. The said testimony being closed on or about the 25th day of March 1899.

The Attorney General as the representative of the plaintiff and one of the officers of your Honorable Court begs leave to submit the following transactions that have taken place in connection with this cause, in the constructive presence of this court corrupting the

administration of justice, but without the knowledge of
586 this court, which acts were brought about with the consent and connivance and direction of the defendant company, its stockholders, officers and agents as the plaintiff is informed and upon such information cerily believes; that said conduct, as hereinafter set forth, on the part of the defendant company, its stockholders, officers, agents and employés tends by its operation to degrade and make impotent the authority of this court, and to impede and embarrass the due administration of Justice. That this plaintiff is unable to bring the parties offending before *before* this court and furnish the full information to this court unless process and orders issue from this court in the nature of a contempt, and therefore submits to the court the following statement of facts in connection with this litigation from its inception to the present date as follows to-wit:

First. That on or about the — day of October 1890 subsequent to the filing of the original petition herein, a former member of the Ohio General Assembly and lobbyust and employé of the Standard Oil Company, the defendant herein, requested of the Hon. Daniel J. Ryan, to use his influence and bring about and effect a dismissal of this cause of action, or take other steps to prevent said cause being tried before this court; that the said Daniel J. Ryan was then and there a candidate for Secretary of State, and said lobbyist and employé of said Standard Oil Company representing himself as an agent for this purpose, for the Standard Oil Company, in order to influence said Daniel J. Ryan to do the several things hereinbefore mentioned, offered to the said Daniel J. Ryan $75,000.00, at the Park Hotel, in the City of Columbus to be used by him in the conducting of his campaign, or in any other manner whatsoever in which he chose to use the same.

That the said Daniel J. Ryan informed the Attorney General, Hon. D. K. Watson, then in charge of said case, of said offer, but refused to carry out the proposition so made to him by the said employé of The Standard Oil Company, or in any way to use his influence with the Attorney General, or any one else to stop said proceedings or to impede or embarrass the hearing of said cases.

Second. That thereafter to-wit: during the pendency of this cause a representative of the Standard Oil Company, or at least a party so purporting to represent said company, whose name is in the possession of the Hon. D. K. Watson, for the purpose of, and with the intent of interfering with impeding and embarrassing the due administration of justice in said cause, wrote to the said Attorney General and asked him to call at the Gilsey House in the City of New York; that the said Attorney General not knowing the true import of such inquiry, called upon and met with the said
587 agent and representative of the Standard Oil Company, at said Gilsey House, and was by such agent aforesaid taken into a room in said hotel where he (the said agent) privately disclosed to him the purpose of the engagement, stating to him, among many other propositions, that his term of office as Attorney General would soon expire, and that his legal business must have necessarily

been crippled by his having accepted the office of Attorney General, and that he was authorized to offer him an attorneyship covering 3000 miles of railroads in the United States; and he would have Seventy five lawyers directly under him; and that he would be furnished steam-ship transportation and railroad transportation free to any part of the country, or on any ocean on which he chose to travel; and his work as such attorney would be made very light for him, and he could have such position for life, but that the conditions upon which he was to accept said employment were that he should drop this pending case mentioning thereby said action herein, or assist in throwing such obstructions in the way that it would not come to issue, and then and thereby protect the defendant company, and its interests in said pending action, all with the purpose and for the intent, aforesaid.

Third. That thereafter another gentleman from New York, whose name is in the possession of the former Attorney General, Hon. D. K. Watson, called upon him at his office in Columbus, Ohio and presented reasons why said case should be dropped, and purpo-ting to have authority to represent the defendant company, and had with him $100,000.00 to deliver to the Attorney General to secure his influence in suppressing the prosecution of said cause (all for the purpose and with the intent of interfering with, impeding and embarrassing the due administration of justice in said cause, which the said Attorney General then and there refused).

Fourth. That shortly after said proposition was made to the Attorney General, or attempted to be made, and refused by the Hon. D. K. Watson, he was again called to New York and met the original agent and representative of the defendant company, who had formerly offered him the railroad attorneyship for the consideration aforesaid then renewed his proposition and other propositions, made by him for the Standard Oil Company, calling his attention to what he called the mistake he (the said Attorney General) had made, in refusing to entertain the propositions made by the man who had, a few days before been at his office in Columbus, Ohio, assuring the Attorney General that the party was authorized to appear there, and had with him $100,000.00 to deliver directly into his hands,
and that nobody should ever be the wiser; and that said
588 transaction would never be disclosed or given away, if he himself did not disclose it. The full details of said transaction can only be had by the court ordering an investigation hereof.

Fifth. That thereafter to-wit; since the beginning of this said contempt proceedings, said Hon. D. K. Watson was approached by an agent and representative of The Standard Oil Company, claiming to have authority from the Standard Oil Company to see him, the name of which party is unknown to your relator, and cannot be obtained without an order or legal process from this court to obtain such information; which said party was requested to use his influence to h-ve the contempt proceedings, and other proceedings, against this defendant company, pending in this court, in some manner settled or disposed of, other than by immediate or final adjudication by this court.

Sixth. Plaintiff further avers that De Witt C. Jones of this city was invited by the agents and employés of the defendant company to come to the City of New York, and to Cleveland Ohio, and had his expenses paid, and was requested on the part of the defendant and its attorneys to state his relationship to the said Attorney General, Watson, and what power and influence he had over him, and negotiations were attempted by said attorney aforesaid of said Company to provide for a foreign mission to be given to the said Attorney General, that of the Chinese Mission being the one proposed, or a Federal Judge-ship if said Attorney General would resign and permit a successor to be appointed in his stead. All for the purpose and with the intent of interfering with, impeding and embarrassing the due administration of Justice in said case.

Seventh. Plaintiff further says that on or about the 20th day of March 1899, the following letter was addressed to him as an officer of this court, and signed by M. F. Elliot and Virgil P. Kline as attorneys for the Standard Oil Company, which letter is in words and figures following to-wit:

NEW YORK, *Mch.* 20", 1899.

Hon. F. S. Monnett, Attorney General of Ohio.

On March 4th instant Geo. Rice announced to the public press that a bribe of $500,000, less $100,000 commission had been offered you to induce you to stop or delay proceedings against Standard Oil Company now pending in the Supreme Court of Ohio.

You are reported to have denied entirely at Toledo, the Rice Story, but by the time you arrived at Columbus on the evening of the same day, you concluded that the story was true, and accordingly
589 in various newspapers on the evening of the 5th inst., you made the statement that the Standard Oil Company through some "friend of yours" had offered you $400,000 to influence your action with respect to the cases pending against it and other Companies in the Supreme Court of Ohio.

Reputable newspapers of the State, notably the Cleveland Leader, Toledo Blade and Ohio State Journal, have called upon you to disclose the name of "the friend" who thus corruptly approached you.

You are reported in the Cleveland Plain Dealer of the 7th inst., as saying that "if you were to give out the name of your friend half a dozen departments of the Trust would be after him at once, and it might be they could force or pursuade him to keep his mouth shut."

You do not seem to realize that the reason given by you for refusing to disclose the name of "your friend" is an admission that the company does not know the name of the party whom you say it commissioned to offer you $400,000 and thereupon you must have known that the alleged friend made the offer to you without authority or knowledge of the Standard Oil Company.

In the New York World on the 9th inst., you are reported as saying that you had written the friend who tried to bribe you, that "You would not expose him until public interest demanded it."

In another interview in the Cincinnati Commercial Tribune of

the 6th inst., you are reported as saying that "your friend had agred to protect you." The arrangement for protection therefore seems to be mutual."

So far as any connection of The Standard Oil Company with any attempt to bribe you is concerned, it is totally false.

You have the names, or claim to have, not only of the friend who approached you, but also of the others acting with him because on the 14th inst., you said in the public prints that "these men were telegraphing you from New York."

While nothing in your story has directly connected The Standard Oil Company with the attempted bribery, you have desired the public to assume such connection. We now demand that you give the name or names of the person or persons who made such an offer to you claiming to represent The Standard Oil Company that we may take steps to quiet this last most vicious of the many false and sensational stories to which you have given currency.

Respectfully,

M. F. ELLIOTT,
VIRGIL P. KLINE,
Attorneys for Standard Oil Co.

590 Your relator further says that the history of the malicious inuendoes referred to therein were given out to the public press, at the same time a copy was handed to your officer, the present Attorney General, and that the said letter was given out as plaintiff believes as a means of trying to blind this court, and the public, as to the true state of affairs in reference to the subject matter set forth therein, which are as follows to-wit:

That on or about the 10th day of January 1899, the undersigned Attorney General was called by long distan- telephone from Cleveland from a private residence in Cleveland by a party residing in said City, and substantially this same conversation took place:

"Is that you General" to which he said "it was, he then asked "Do you know who is talking" and gave him his first name, and he said he knew who it was." He said "you have got those fellows on the jump." He asked him "what people," and he said "The Standard people" and then the Attorney General wanted to know in what way, and he said "I cannot tell you, come at once to Cleveland" and he said "he could not come to Columbus right away as he was confined to the house with the grip and that a certain party had been out to his house, and that the Attorney General should do nothing until he saw him, and that it was very important that he see the Attorney General, and that he did not care to give the details over the telephone," and other conversation pertaining thereto was had in general terms.

Shortly afterwards, to-wit: about the 13th day of January 1899, the Attorney General was called to Washington to attend to some cases pending in the United States Court, and while there the said party, with whom he had conversed over the telephone, came to Columbus and in terms that plaintiff is not accurately advised as to the contents thereof, but the meaning of which was, that if any thing was done toward negotiating the settlement of the above case

that the Cleveland man would hold the New York people responsible for their acts: and that the Attorney General received a telegram while in Washington advising him to do nothing until the Cleveland man could see him. That on the Attorney General's return from the city of Washington on or about the 25th day of January 1899 to his office at Columbus, Ohio, the same Cleveland party that telephoned called about 11 o'clock at his office and asked for a private interview at once, which was accorded him, and after a preliminary inquiry as to what had taken place, or if any discussion had taken place, concerning the pendency of the Standard Oil cases or their dismissal, while he was in Washington or elsewhere, he disclosed to the attorney General that parties representing the Standard Oil Company, had asked as to the relationship existing between himself and the Attorney General; the length of time of their
591 acquaintance, the nearness of their relationship before his Attorney Generalship and since, and claimed that said oarty had some influence over the Attorney General whereby he could influence his action. The Cleveland ge*b*tleman informed them of the length of his acquaintance, and the nearness of his business relationship, and the frequency with which he had met him in his official capacity, and stated that he was as near to him as any man living, or words to that effect, and asked him what he wanted.

The party purporting to represent the Standard Oil Company thereupon named one of the stockholders of the defendant company and two other people, who were interested in having the proper party approach the Attorney General to have the contempt proceedings against the Standard Oil Company dropped, or continued or settled, stating "that it was the biggest thing that he, the said informant had ever had to control." Thereupon the Cleveland gentleman asked what was expected of him; and various propositions were suggested and discussed, all of which your relator is not able to now fully inform the court, but those that were disclosed to him were substantially, that it would be sufficient if he could induce the Attorney General to let the cases pass over his term and that the defendant company wo*y*ld take all the responsibility for asking for delays, that the Sttorney General was too d——d active; and all that was required of him, was that he let the cases now pending die out. Whereupon the informant stated that he had informed the representative of the Standard Oil Company "that he did not believe the Attorney General could be influenced or approached on that subject, and asked the parties, purporting to represent the Standard Oil Company, what was in it for him and for the Attorney General;" and thereupon the representative of the Standard Oil Company, said; that "he and two other parties, naming a stockholder of the Standard Oil Company, and one of the officials, had thought $100,000.00 would be ample, that the Attorney General was a man of simple habits and that was a very large sum. The informant said; "No I do not think that enough, I would not insult him by any such proposition. In these days $100,000.00 could be squandered in a month on any Board of Trade, it is nothing compared with your millions." Thereupon the representative of said defendant company, said; "Do you think $200,000.00 would fetch him," and thereupon the Attorney

General's informant said, "that it would not be worth while to approach him with any such amount, and you must at least double that or I will not undertake ir." Whereupon said representative of said defendant company said "He must be high priced." The informant then said, that "if they would make it a half million
592 he would see what could be done." He was informed that "he could not reach that amount without going to New York to get further instructions." Said informant then said to the representative of the company that "there should be $100,000 for services for such a dirty job," and thereupon said representative went to New York and telegraphed to Cleveland in language that conveyed the information, your relator cannot give the exact words, that such party had the full authority to negotiate upon the terms suggested. There were many other details that your relator cannot furnish this court except by legal process.

Your relator further says that said informant demanded before giving these details a full history of what had been said and done by other parties in any attempts to settle the pending suits against defendant company or disposing or continuing the same; and at the close of the conversation the Attorney General informed said informant, that "he, said informant, could inform the representatives of the Standard Oil Company that there could be no inducemenrs or offers that would be considered in any way for a moment; and that such offer would be considered a serious offence." Said informant further said "that they, the representatives of said defendant company had offered to establish, and assist in establishing a new corporation for him, and furnish capital to organize the same, and make him an officer thereof; and that he wanted the Attorney General to understand that he came in the capacity of a friend to warn him against the attempts that would be made as above set forth, and that he knew that he would not accept said proposition; and that he was simply advising the Attorney General of the plot that was laid for him, and was very much gratified indeed to know that he had not been compromised while in Washington, and at other times in Columbus during the pendency of this case."

Thereupon the Attorney General suggested that he return in the afternoon of the same day, *while* engagement the Cleveland informant kept, and on or about 5 o'clock in the afternoon returned and the Attorney General stated to him that if this consultation was in a friendly capacity, as he believed it was from the circumstances, that he now review the same to the Special Counsel of the office, Mr. S. W. Bennett, whereupon said informant reiterated all the circumstances giving names of parties, and much of the conversation that had taken place at the morning hour; also giving this mode and manner in which the money would be transferred to the Attorney General, either by depositing it in a Safety Deposit Box in some bank or trust company in New York City, or by delivering the same to him in any other manner that would warrant secrecy, that he the Attorney General would suggest, and that it would pass through other hands than the Standard Oil company officials
593 direct, and it could never be traced to them.

That thereafter during the course of an examination of

witnesses which was being conducted in the State House at Columbus, Ohio one George Rice, was examined as a witness; that M. F. Elliott counsel for the Standard Oil Company, had prepared a list of typewritten questions that reflected upon the integrity of said Rice by inferring that he had attempted to black-mail the defendant company and other offensive inquiries not pertinent to the issue, and thereupon after said Rice had left the witness stand he was informed of what had taken place in the Attorney General's Office as above narrated, by some one connected with the Attorney General's office, and enjoined secrecy upon the witness, but being goaded and angered by the charge of black-mail made by the attorney on his arrival at Marietta, without the knowledge of and much to the su-prise of the Attorney General gave out the interview referred to in said inquiry.

That afterwards about the — day of —— 1899 while the undersigned was in the City of Ann Arbor, Michigan, acting as judge between the University of Michigan and the University of Pennsylvania in a literary contest, he received telegrams from the Cleveland Leader and Cincinnati Commercial and was besieged by a number of reporters asking him to confirm or deny said report. Thereupon the Attorney General wired to such inquiries and gave out such statement, as he felt bound to do, substantially as follows: "The case is now pending in court, I do not feel at liberty at this time to discuss the matter." Nor other or different answer was given to any reporter or other party making inquiry; and thereupon the said defendant company employed one Ralph Holbrook of Toledo, Ohio, to act as detective and attorney to attempt to procure an affidavit of one Sigmond Sanger a reporter at Ann Arbor to determine whether the Attorney General had not denied the story" prior to his coming to Columbus, Ohio, claiming that he had denied the story at Toledo and said "but by the time you arrived at Columbus on the same day you concluded that the story was true" (although the said transaction had taken place some forty days prior thereto, and was known at that time by several, and long prior to the announcement of George Rice.

Your informant believes that the said letter, in the sense in which it was used, is an aggravation of such contempt, and is done for the purpose of misleading this court and the *o*ublic in this to-wit: that said original representative of the Standard Oil Company had approached the Attorney General's informant in New York and denounced him a*b*d made certain threats to him for having
594 disclosed the names of the parties and the details of said attempted bribing, and threatening to ruin him financially or otherwise, and showing said company was fully informed of the transactions prior to writing said letter.

The Attorney General therefore submits all of these circumstances to the Court and asks the court to hear and determine upon the evidence and law whether or not such offensive actions in the constructive presence of this court, and the repeated attempts to corrupt its officers, are not contemptious acts on the part of the defendant company, its officers, agents and stockholders; and asks the court

to hear and determine as to the guilt or innocence of the said defendant company, of the matters and things herein charged, or the guilt or innocence of the said defendant company, of the matters and things herein charged, or the guilt or innocence of its officers and agents.

Wherefore your relator alleges that said acts constitute a wilful and flagrant contempt of the judgment, authority and dignity of this court, and in order to officially bring the guilty parties before this court, your relator prays that a rule shall issue requiring the said defendant company to appear on a day to be named by this court and show cause why its stockholders, officers and agents should not be adjudged to be in contempt for said acts, and to authorize this plaintiff to take the testimony of all parties connected with these attempts in order to show the mode and manner adopted by the said defendant and its officers and agents for the purpose to impede and embarrass the due administration of justice herein, and for such other orders, appointments and proceedings, as under the rules of practice in this Court, the nature of the Information may demand.

F. S. MONNETT,
Attorney General.

595 And afterwards, to-wit, on April 24th, 1899, the following reply to answer to amended complaint against F. B. Squire was filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. D. K. WATSON, Attorney General, Plaintiff,

vs.

THE STANDARD OIL COMPANY, Defendant.

Reply to Answer to Amended Complaint against F. B. Squire.

Relator by way of reply to the answer of F. B. Squire to the Amendment of Complaint in contempt against F. B. Squire, says:

That there was no subpœna issued by the Master Commissioner requiring the said F. B. Squire to appear as a witness before said Commissioner, but that he appeared voluntarily as alleged in the said original and amended complaint by arrangement between counsel for the defendant and the relator; upon the representations made by counsel for the defendant that he was the custodian of and the proper person on behalf of the defendant to produce and to testify as to certain stock books and other books of the defendant company; that after the said Squire had so testified upon direct examination by the relator, and after he had refused upon said examination to produce at the request of the relator certain commercial account books of defendant, the relator thereupon refused to further examine the said witness or any other witnesses until the matter of the right of the State to require the production of the said commercial account books before said Commissioner could be presented and determined

596 by the Supreme Court; that thereafter under the protest and over the objection of the relator the defendant voluntarily

examined the said Squire with reference to certain books of defendant among which were the minute books of the directors of defendant company and the said witness read into his testimony large portions of the contents of said minute book.

Relator affirms as though re-written herein in particular and detail the facts, the allegations contained in the answer of the relator to the answer of F. B. Squire filed March 24th, 1899.

F. S. MONNETT,
Attorney General.

E. B. KINKEAD,
S. W. BENNETT,
Of Counsel.

597 And afterwards, to-wit, on May 4th, 1899, the following motion by defendant to make more definite, and notice were filed:

In the Supreme Court of Ohio.

THE STATE OF OHIO ex Rel. D. K. WATSON, Attorney General,
vs.
THE STANDARD OIL COMPANY.

Motion.

Now come Virgil P. Kline and M. F. Elliott, attorneys for defendant in above case, in reference to a paper filed in above case by F. S. Monnett, Attorney General, on the 15th day of April, A. D., 1899, and making known to the court that no notice has been given the defendant of the filing of said paper, and that no process has been issued requiring an appearance, yet, being unwilling that such false, defamatory and libellous charges should remain among the records of this court without contradiction, and in order that the falsity thereof may be made susceptible of proof, they move the court:

I. That the Attorney General be required to make the charges in paragraph designated "First" more specific and certain by naming the person who it is therein alleged requested Hon. Daniel J. Ryan to use his influence as therein stated.

II. That the Attorney General be required to make the charges in paragraphs designated "Second," "Third" "Fourth," "Fifth" and "Sixth" more specific and certain by naming the persons who it is therein alleged made the offers and representations to D. K. Watson therein stated.

III. That the Attorney General be required to make the charges in paragraph designated "Seventh" more specific and certain by naming the party who had the conversations with him therein referred to, and also by naming the "certain party" referred to
598 in the telephone message from Cleveland, and by naming the "parties representing the Standard Oil Company" therein referred to, and by naming the three persons designated as "one of the stockholders of defendant Company and two other people," and by naming the parties in New York who were telegraphed to from

Columbus as stated, and if any others are referred to therein as "representatives of the Standard Oil Company," that they be named.

IV. That a Commissioner be appointed to take all legal testimony which bears upon the truth or falsity of the charges in said paper contained.

V. That a disinterested attorney be appointed to conduct the examination upon the part of the court.

In support of the requests contained in paragraphs IV and V of this motion, the attorneys for the defendant make the following statement upon information and belief, to-wit:

That all the facts set forth in said paper, so far as they connect the defendant with any attempt at bribery or undue influence, are false; that while Attorney General Monnett may have had conversations with some person unconnected with and unknown to defendant, nothing therein occurred which gave the Attorney General any reason to believe the defendant had any knowledge of or connection with the matter; that the Attorney General has filled the newspapers with false and libellous reports of attempts at bribery on the part of the defendant, well knowing there was no foundation for the same. That until the Attorney General gives the name of his friend, defendant cannot prepare to meet these charges, and by reason of the facts alleged, it is evident that both F. S. Monnett and S. W. Bennett must be witnesses in the case; that the Attorney General is not disinterested, and can only acquit himself of false and libellous statements and free himself from suspicion by proving defendant guilty of the charges he has preferred.

Wherefore, it is highly improper and unjust that he as representative of the court should conduct the investigation.

STANDARD OIL CO.,
By VIRGIL P. KLINE &
M. F. ELLIOTT,
Its Attorneys.

599 In the Supreme Court of Ohio.

Cause No. 2294.

THE STATE OF OHIO ex Rel. D. K. WATSON, Attorney General,
vs.
THE STANDARD OIL COMPANY.

Notice of Motion.

To Hon. F. S. Monnett, Attorney General of Ohio:

You are hereby notified that the defendant in the above cause has filed therein a motion to require you to make certain allegations in the paper styled a "Bill of Information in Contempt" filed by you therein on the 15th day of April, 1899, more specific and definite: and also asking the court to appoint a commissioner to take all legal testimony bearing upon the truth or falsity of the charges in said "Bill of Information in Contempt" contained; and to appoint a dis-

interested attorney to conduct the examination relating to the charges in said "Bill of Information in Contempt" set forth, on the part of the court.

Said motion will be for hearing at 8.30 A. M. on the 18th day of May, 1899.

Dated this 4th day of May, 1899.

LAWRENCE T. NEAL,
Of Counsel for Defendant.

I hereby acknowledge service of the above Notice, this 4th day of May, 1899. We ask for an earlier hearing of motion.

F. S. MONNETT,
Attorney General.

600 And afterwards, to-wit, the following amendment to the complaint and contempt was filed:

In the Supreme Court of Ohio.

No. —.

THE STATE OF OHIO ex Rel. D. K. WATSON, Attorney General,
Plaintiff,
vs.
THE STANDARD OIL COMPANY, Defendant.

Amendment to the Complaint in Contempt.

Now comes the Attorney General on behalf of the plaintiff herein and in response to a motion heretofore filed by the defendant The Standard Oil Company requiring the said plaintiff to make the complaint in contempt heretofore filed more definite and certain as in the motion set forth complies with said motion so far as it may be able to comply therewith as follows to-wit:

Said motion having been made to be heard on May 18th plaintiff waives the length of time and asks for an immediate hearing thereof and concurs in the request of defendant as he heretofore prayed in the petition that the court may take such suitable action by appointing a Commissioner to take the legal testimony which bears upon the truth of such charges as are set forth in said complaint, or that such testimony may be taken in any other mode that this court may deem the most expedient.

Second. The plaintiff has no means of bringing said defendant into court in contempt without an order from this court but the same having been waived by the entry of appearance by this motion and to avoid delay plaintiff complies with the demands of said motion so far as it is able; that it cannot comply with the first request requiring the plaintiff to name the person who requested the Hon. Daniel J. Ryan but the same can be had through legal process under the orders of this court from witnesses who have the knowledge thereof. Said plaintiff cannot comply with the request marked

number two in compelling Hon. D. K. Watson to furnish the names of parties who made the offers and representatives in said complaint set forth, but the same can be obtained under an order from
601 this court from witnesses who have such information.

As to the third request in said motion addressed to the Attorney General to name the party who had the conversations with him therein referred to and to name parties connected therewith representing the Standard Oil Company, plaintiff says that the said party so calling him up by telephone from Cleveland and the party making the propositions set forth in the complaint was Charles B. Squires formerly of Cleveland, Ohio, now of New York City and the stockholder and officer representing the Standard Oil Company that the said Charles B. Squires claimed were the *parts* and through whom the proposition in some way had come to him *was* Frank Rockefeller of Cleveland, Ohio a stockholder of the Standard Oil Company, F. B. Squires Secretary of the Standard Oil Company and Charles N. Haskel, late of New York City.

That to ascertain in what way the said Charles B. Squires received his communications from the above parties the State will be compelled to take testimony under an order of this cpurt.

As to the Sixth proposition the only agent or employé of the Standard Oil Company that the plaintiff can furnish the court under said motion that paid the expense of the said De Witt C. Jones and had at least part of the conversation referred to in said Sixth paragraph of the original complaint and the only name that plaintiff can furnish to this court without legal process is the name furnished plaintiff by De Witt C. Jones namely that of Virgil P. Kline one of the attorneys in this case, then representing the Standard Oil Company. The true relationship existing between the Standard Oil Company and the Said Virgil P. Kline and De Witt C. Jones in this behalf can only be obtained by the court authorizing the testimony to be taken of such parties having the information thereof.

Wherefore plaintiff prays as in said original contempt proceedings for an order from this court as in such cases made and provided by the rules of this court.

F. S. MONNETT,
Attorney General.

602 And afterwards, to-wit, on December 11th, 1900, the following entry was made by said court:

THE STATE OF OHIO ex Rel. ATTORNEY GENERAL
vs.
THE STANDARD OIL COMPANY.

Quo Warranto.

(Contempt Proceedings.)

This day this cause came on to be heard upon the information against said defendant for contempt heretofore filed herein, and the

evidence produced by the parties: On consideration whereof, the Court being fully advised in the premises does find that said defendant is not guilty. It is therefore considered and adjudged that said information be and it is dismissed and that said defendant recover its costs herein expended, taxed *to* $—.

It is further ordered that the fees and expenses of Allen T. Brinsmade Special Master $216.30, be allowed and taxed as costs and paid as other costs in this case.

Order Book No. 17 Page 319.

603 And afterwards, to-wit, on December 19th, 1899, the following entry was made by said court:

THE STATE OF OHIO ex Rel. ATTORNEY GENERAL
vs.
THE STANDARD OIL COMPANY.

Quo Warranto.

Ordered that the information herein filed by the Attorney General on the 15th day of April A. D. 1899 be stricken from the file*d*, it not appearing that there is any competent evidence to connect the defendant with the alleged offer to the Attorney General.

Order Book No. 17 Page 36.

604 Supreme Court of Ohio.

STATE OF OHIO,
City of Columbus:

I, Lawson E. Emerson, Clerk of the Supreme Court of the State of Ohio, do hereby certify that the foregoing is a correct transcript of the record in the case of The State of Ohio, ex rel., David K. Watson, Attorney General, vs. The Standard Oil Company, being cause No. 2294 of the Supreme Court of Ohio, and that the same contains all of the pleadings, testimony and exhibits filed in said court, and all the orders, judgments and decrees rendered by said court in said cause; that all of the pleadings, testimony and exhibits contained in said transcripts are true and correct copies of all the original pleadings, testimony and exhibits on file in said court.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said court, this — day of December, A. D., 1906.

[Seal the Supreme Court of the State of Ohio.]

LAWSON E. EMERSON,
Clerk of the Supreme Court of Ohio.

I, John A. Shauck, Chief Justice of the Supreme Court of the State of Ohio, do hereby certify that Lawson E. Emerson, whose genuine signature is attached to the foregoing certificate of attestation, now is, and was at the time of signing and sealing the same, the duly elected, qualified and acting Clerk of the Supreme Court

of Ohio, and keeper of the seal and records thereof, and that his attestation is in due form of law.

In witness whereof, I have hereunto subscribed my name this — day of December, A. D., 1906.

JOHN A. SHAUCK,
Chief Justice of the Supreme Court of the State of Ohio.

I, the undersigned, Lawson E. Emerson, Clerk of the Supreme Court of the State of Ohio, do hereby certify that John A. Shauck, whose genuine signature is attached to the last foregoing certificate of attestation, now is, and was at the time of signing the same, a duly elected, qualified and acting Judge of the Supreme Court of Ohio, and the Chief Justice thereof.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Supreme Court, this — day of December, A. D., 1906.

[Seal the Supreme Court of the State of Ohio.]

LAWSON E. EMERSON,
Clerk of the Supreme Court.

605 In the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri.

In Equity. No. 5371.

UNITED STATES OF AMERICA
vs.
STANDARD OIL COMPANY OF NEW JERSEY et al.

I, James R. Gray, Clerk of the Circuit Court of the United States in and for the Eastern Division of the Eastern Judicial District of Missouri, do hereby certify that the volume hereto attached is the original judicial record in case entitled The State of Ohio, ex Rel. David K. Watson, Attorney General, vs. The Standard Oil Company, and the same is hereby certified to the United States Supreme Court as directed by the order entered herein December 17th, 1909.

In witness whereof, I hereunto subscribe my name and affix the seal of said Court at office in the City of St. Louis, in the Eastern Division of said District, this 1st day of January, A. D. 1910.

[Seal of the United States Circuit Court, Eastern Division of the Eastern Judicial District of Missouri.]

JAMES R. GRAY,
Clerk of Said Court.